

## TERMS AND CONDITIONS

### BOOKING CONDITIONS

1.1 No variation of these terms & conditions shall be applicable unless agreed in writing by [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk). before booking the relevant course.

1.2 Booking are only made upon the receipt of payment, booking forms and following our confirmation. English law governs this contract.

### FEES

2.1 Course places are reserved by [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) upon receipt of a completed booking form and deposit / full payment / purchase order request. Upon the clearance of payment your place will be reserved We will confirm this to you via email.

2.2 Places on a course can only be reserved by means of booking form and accompanying non-refundable deposit of 25% (outside of 30 days of the commencement date) or 100% (inside of 30 days of the commencement date) of the total course fees.

2.3 Payment methods: We accept cheques made payable directly to the instructor organising your course. We also accept electronic banking transfers (BACS). Please contact your instructor to request the relevant information.

2.4 Once a completed booking form has been accepted in writing by [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) all the persons named on the booking form ("the client(s)") will have entered a binding contract on the basis of these terms & conditions.

2.5 The balance of the course fee is payable a minimum 30 days prior to the commencement of the course. In the event that the balance is not paid [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) will have the discretion to treat the booking as cancelled by the client and re-sell the course place.

2.6 The whole course fee is required to reserve a place for any booking made within 30 days of the commencement of the course date.

### CANCELLATION BY CLIENT

3.1 All cancellations must be made in writing.

3.2 [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) once notified by letter or Email transmission of the cancellation would use its best endeavors to re-sell the course place(s).

3.3 In the event that the course is resold prior to the commencement of the course, the client will receive a full refund less 10% of the course fee to cover administration costs.

3.4 Refunds will only be made after the start date of the course has commenced.

3.5 We will always endeavor to resell courses when ever possible

3.6 In the event that the course is not resold prior to the commencement of the course, the client will be charged the following cancellation fees:

Date of cancellation	Charge Incurred
Cancellation more than 30 days prior to the start of the course	Loss of deposit
Cancellation between 14-28 days prior to the start of the course	50% of total course cost
Cancellation less than 14 days prior to the start of the course	100% total course cost

3.7 Substitution of the original client for another can be made, provided at least 1 weeks notice is given by the substituted client to [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) and the substituting client satisfies the requirement of the course.

**Adam Evans**  
Greenlaw Cottage, Main Road  
Grindleford, S32 2JN  
Tel: 01433 639242  
Mob: 07900 927400  
[adam@outdoorinstruction.co.uk](mailto:adam@outdoorinstruction.co.uk)



**Frag Last**  
Flat 2, Vincent Works, Brough,  
Hope Valley, S33 9HG  
Tel: 01433 623619  
Mob: 07710 456732  
[frag@outdoorinstruction.co.uk](mailto:frag@outdoorinstruction.co.uk)

3.8 A 'postponement' will be treated as a cancellation and a re-booking.

## **CANCELLATION BY [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk)**

4.1 Whilst every attempt is made to ensure that advertised courses actually run, [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) will notify the client of cancellation as soon as practicable where we believe on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the course activity.

4.2 [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) shall notify the client of likely cancellation ten days prior to the start of the course and of actual cancellation not less than five days, where for whatever reason, numbers fail to reach a workable minimum for the commencement of the course.

4.3 In the event of cancellation clients will be offered the choice of the following options: -

a: Full refund of the course fee paid      b: Another course on different dates.

4.4 We reserve the right to either cancel outright or remove individuals from any course at any time due to inappropriate behaviour, suspicion of participants being under the influence of alcohol or drugs, lack of suitable clothing and equipment or uncompleted consent/disclosure of risk forms etc. We also reserve the right to cancel a course or remove a client due to incapacity or inability to meet the demands of a course. In such circumstances the client will not be entitled to a refund. We at [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) 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 course rests with [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) or the instructor heading the course.

4.5 In circumstances where cancellation may be necessary such as extreme weather conditions, flooding affecting caves and potholes, rivers rising, fire risk on moorland areas or access restrictions placed on the public such as foot and mouth in 2001. Personal insurance against cancellation is recommended.

## **LIABILITY AND RISK**

5.1 All courses delivered by [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) 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.

5.2 All risk cannot be removed entirely, therefore any clients booking with [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) must accept these risks as part of their chosen course.

5.3 We at [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) will only accept liability for injury to a client where negligence on our part is proven.

5.4 We recommend all clients obtain their own insurance to cover any accident or injury that may occur.

## **LOSS AND DAMAGE**

6.1 Any losses or damage caused to equipment belonging to [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) by the actions of an individual or group, will be invoiced to the person or organisation booking activities on that person or groups behalf.

6.2 It is recommended that individuals or groups using their own equipment ensure that this is adequately insured and appropriate prior to the commencement of the course.

6.3 In the event of an Individuals personal equipment being deemed unsuitable or unsafe to participate, they may be given one of the following options wherever applicable:

- 1 If available, hire equipment deemed suitable by [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk)
- 2 Purchase equipment recommend by [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk)
- 3 Leave the course

6.4 [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) cannot be held responsible for loss or damage to personal property whilst attending our courses. Personal insurance is again recommended to cover such circumstances.

## COMPLAINTS

7.1 If whilst attending a course run by [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) a client feels cause for complaint, this matter should be discussed directly with the instructor or representative of [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) during the course. This should ensure that any corrective measures, if necessary can be undertaken.

Should a client deem it unnecessary to complain at the time, but decide to complain after the event, then this should be made in writing within 28 days. Any complaint made after this period [www.outdoorinstruction.co.uk](http://www.outdoorinstruction.co.uk) will not be compelled under English law to pursue this matter.