

## CAVING BOOKING INFORMATION

Hi and thanks for booking with me on a caving training course or trip. As you can probably imagine Caves and Mines can be hostile environments, with an average temperature of 10<sup>0</sup>c all year and often wet and drafty. To protect ourselves from this and help us enjoy the experience underground each person will need to provide themselves with the following minimal personal clothing, to be worn underneath the specialist caving equipment:

- **One or two thick fleece tops**
- **Fleece trousers (synthetic track suit bottoms with thermals will suffice)**
- **Thermal undergarments**
- **Thick warm socks (If you have Neoprene wet socks please bring them)**
- **Warm hat.**

Please do not wear cotton tops or bottoms as the material stays cold and heavy when wet. *Don't forget you'll also need a change of clothes and possibly a towel after the session and if you have kneepads bring these as well. **Remember dress warm.***

All safety equipment required for the trip and general technical gear, such as emergency kits, safety ropes, ladders, anchors etc. is supplied by myself as part of my fee.

As caving is a physically demanding activity it is advisable that everybody eat a hearty breakfast before and provide themselves with **food for the underground** trip i.e. chocolate or flapjack, and small energy drink. Sandwiches and crisps etc. do not travel well underground. *You may wish to bring a hot flask and nibbles for afterwards.*

Each person will need to read and sign the “**Individual Details and Consent to Participation**” and the “**Disclosure Of Risk**” paper work and forward it to me at least 30 days before the event. These details are required to make cave access and equipment arrangements. Please bring with you any medication you may require and approximately five pounds in change per person, for possible car parking and cave access fees, as some caves have a small charge for entrance.

Due to such variables as weather and access arrangements, I cannot specify which cave is to be visited.

**Although I do hold professional Liability and Indemnity Insurance, no personal insurance is provided.** As the fee is non-refundable (see booking conditions) you are recommended to obtain insurance in the event of your cancellation, accident, loss of baggage/money and/or liability. Contact a travel agent or the British Mountaineering Council for advice.

On the day please put as many people in each vehicle as possible, to save car park space in the local area. Parking in these locations is often limited.

**I will contact you a few days prior to the session, with our meeting points for the day.** This is usually a local Café, where you are most welcome to join me over a large breakfast to set us up for the trip. Introductions can be made and the day's events discussed. The day's activities will finish late afternoon, leaving you enough time for your evening activities, celebrations and travel arrangements.

**I'm are more than happy to answer individual questions directly  
Feel free to contact me at the details given below  
Look forward to caving with you**

*Adam*

### INDIVIDUAL DETAILS AND CONSENT TO CAVING PARTICIPATION

<b>Name</b>				
<b>Foot size UK</b>	<b>Height (Ft/inches)</b>	<b>Waist (Inches)</b>	<b>Chest (Inches)</b>	<b>Hips (Inches)</b>
<b>Chosen Activities</b>	<b>Dates</b>	<b>Course cost</b>	<b>Local Base</b>	<b>Other information:</b>
<b>Home Address</b>				
<b>Day time Tel:</b>			<b>Evening Tel:</b>	
<b>Mobile:</b>			<b>Email:</b>	
<b>Emergency Contact:</b>			<b>Family Doctor:</b>	
Name, address Tel:			Name, address Tel:	
<b>In the last twelve months, have you suffered any injury or illness which has required hospitalisation or which could prevent you taking part in any of the activities?</b>			<b>Do you suffer from any condition that requires medication or medical treatment? (E.g. asthma, hay fever, diabetes etc.) If yes please give details:</b>	
<p>By signing, I accept the booking conditions of Adam Evans and confirm I am over 18. I understand and accept that the risks inherent in adventure activities such as hill walking, climbing, caving, mountaineering and the like, cannot be completely eliminated, and even if reduced to a seemingly acceptable level, there will remain the chance of unpredictable occurrences resulting in injury or death. I authorise Adam Evans to deliver approved medical treatment as deemed necessary in an emergency and/or in accordance with the recommendations of a qualified medical practitioner. The British Mountaineering Council 'Participation Statement' states: <i>'The BMC recognises that climbing; hill walking and mountaineering are activities with a danger of injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement'</i></p>				
<b>Signature:</b>			<b>Date:</b>	

## Disclosure Of Risk

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

Sex: \_\_\_\_\_ Home Tel. No. \_\_\_\_\_

Home Address and Postcode: \_\_\_\_\_

**Please read the following carefully and sign in the appropriate places**

**Rugged underground terrain-** Caves and Mines can be hazardous places. They are dark, contain loose rock, and unstable slopes made slippery by water, mud or ice. They also contain vertical drops & deep running water. Rescue from caves and mines, is notoriously difficult.

**Rugged Mountain Terrain-** Reaching the Cave may require walking in a rugged up land area. Hazards include steep ascents on un-even ground, bad weather and riverbeds that may be subject to flooding.

**I have read and understood the above, and I am aware of the risks in the DISCLOSURE OF RISK section.**

\_\_\_\_\_ **SIGN HERE.**

**Acknowledgement**

- 1) I am aware caving has, in addition to the usual dangers and risks inherent to mountain environments, certain additional dangers and risks to those listed above.
- 2) I acknowledge that the strenuous nature of the activities involved in caving may aggravate any medical condition I may have. And in undertaking this activity I take full responsibility for my health.
- 3) I accept all of the dangers and risks of caving and the possibility of damage and loss of my property, and of personal injury up to and including death.
- 4) I acknowledge that the enjoyment and excitement of adventure caving is derived in part from the undeveloped, wild nature of caves, and the physically demanding and possibly unstable nature of mines. The inherent risks of adventure caving contribute to such enjoyment and excitement.

**I have read and understood the above and am aware of the risks in the ACKNOWLEDGEMENT section.**

\_\_\_\_\_ **SIGN HERE.**

**Personal Indemnity**

- 6) I am over the age of 18 years, and I know that there are serious risks involved in entering caves and mines. I accept these risks.
- 7) I agree that I will fully and effectually compensate for any damage that I may cause within the Cave or Mine System I may enter or on the adjoining land.
- 8) The leader of the party, land owner, cave owner, mine owner, nor owner of mineral rites will not be under any liability whatsoever to me, my dependants, or my personal representatives for any injury (including death or the effects of radon gas), inconvenience, damage or loss that I may suffer in the visited Cave or Mine System or whilst on adjoining land how ever caused.
- 9) While I am taking part in the Cave or Mine exploration, I will obey immediately and without question any instruction I may receive from the leader of the party or accompanying designated assistant.
- 10) If instructed to leave the Cave or Mine System or adjoining land, I will leave by the route and in the manner directed.
- 11) I confirm that I am over 18 years old and have read and understood the whole document before signing it. The above terms I accept are reasonable, given the serious risks, particularly of personal injury to myself. I have voluntarily chosen to enter the Cave System or Mine system under the guidance of the instructors from **Adam Evans** and his designated assistants.

Dated this \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

Signature

Signature of Witness

Name (Block Letters)

Name of witness (Block Letters)

Address (Block Letters)

Address of witness (Block Letters)

**This does not affect your statutory legal rights**

## TERMS AND CONDITIONS

### BOOKING CONDITIONS

1.1 No variation of these terms & conditions shall be applicable unless agreed in writing by Adam Evans before booking the relevant course.

1.2 Booking are only made upon the receipt of payment, booking forms and following our confirmation.

### FEES

2.1 Course places are reserved Adam Evans upon receipt of a completed booking form and deposit / full payment / purchase order request. Upon the clearance of payment your place will be reserved I 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: I accept cheques made payable directly to Adam Evans. I also accept electronic banking transfers (BACS). Please contact me to request the relevant information.

2.4 Once a completed booking form has been accepted in writing by Adam Evans 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 Adam Evans 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 Adam Evans once notified by letter or Email transmission of the cancellation would use his 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 I 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 Adam Evans and the substituting client satisfies the requirement of the course.

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

## **CANCELLATION BY ADAM EVANS**

4.1 Whilst every attempt is made to ensure that advertised courses actually run, Adam Evans 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 Adam Evans 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 I reserve the right to remove a client from a course due to incapacity or inability to fulfil the demands of the course on grounds of safety. In such circumstances the client will not be entitled to a refund. I, Adam Evans will not be liable for any losses resulting from this decision.

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 Adam Evans take place in areas that are not without inherent risk. I make every effort to minimize risks to my clients. Should any risk remain, I will then advise the safest way to proceed. All clients must follow my recommendations.

5.2 All risk cannot be removed entirely, therefore any clients booking with Adam Evans must accept these risks as part of their chosen course.

5.3 Adam Evans will only accept liability for injury to a client where negligence on his part is proven.

5.4 I 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 to equipment supplied by Adam Evans, caused by the actions of an individual or group member, will be invoiced to the person or organisation booking activities on that individual or groups members 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 Adam Evans
- 2 Purchase equipment recommend by Adam Evans
- 3 Leave the course

6.4 Adam Evans cannot be held responsible for loss or damage to personal property whilst attending our courses. Personal insurance is again recommended to cover such circumstances.