

## 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.