

## 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.
- 1.3 Each participant will be required to read and sign the Terms and Conditions and Consent to Participation, Declaration of Risk and Covid 19 Statement Form

### FEES

- 2.1 Course places are reserved by 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 50% (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 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.
- 3.3 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 Adam Evans 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	75% 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 2 weeks notice is given by the substituted client to Adam Evans and the substituting client satisfies the requirement of the course and will be determined by Adam Evans.
- 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 five days prior to the start of the course, where for whatever reason, numbers fail to reach a workable minimum for the commencement of the course.

4.3 In the event of cancellation prior to the course 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 or inappropriate behaviour. 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 during the course, 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 loss insurance against cancellation is recommended.

## **LIABILITY AND RISK**

5.1 All courses delivered by Adam Evans and his associates 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 or my associates will then advise the safest way to proceed. All clients must follow the 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 or activity.

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

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

5.5 It is understood that as participants develop their skills, experience and their autonomy in adventure sports environments, so they will develop the technical skill and judgment to manage their personal safety in more challenging situations.

5.6 If any participant feels unable to undertake an activity they must make this known to Adam Evans or one of his directly responsible associates. We will be using a challenge by choice approach

5.7 If any participant is in anyway unclear at anytime of what they need to do to maintain their own safety, they need to make this known to Adam Evans or one of his directly responsible associates.

## **LOSS AND DAMAGE**

6.1 Any losses or damage to equipment supplied by Adam Evans, caused by the actions of an individual participant 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 or his associates
- 2 Purchase equipment recommend by Adam Evans or his associates
- 3 Leave the course without refund

6.4 Due to the arduous nature of these activities 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.

### **PARTICIPANTS FAILURE TO COMPLETE THE COURSE OR JOURNEY**

7.1 In the event that a participant is unable to complete a journey or course for whatever reason, Adam Evans or his associates will not be liable for any incurred costs.

7.2 In the event any participant is unable to complete the course or journey for whatever reason, they or their organisation will be liable for any incurred costs such as and not limited to transportation or accommodation.

7.3 In the event the group is unable to complete the course or journey, for example due to and not limited to climatic conditions or inability, and the trip needs to be abandoned or altered, the group as a whole will share the costs such as and not limited to required transportation and emergency accommodation.

### **CANCELLATION DUE TO EXTENUATING CIRCUMSTANCES**

8.1 We may be able to give you a refund if you have to cancel because of an unexpected circumstance that's out of your control.

Below is a list of extenuating circumstances:

8.2 Before you cancel, check that your circumstance is included in the list below and that you can provide the required documentation.

It's important to keep in mind that extenuating circumstances must occur before the official start date for your course or journey.

Circumstances that require documentation

Death of an immediate family member or caregiver. You'll be asked to provide one of these documents:

- Death certificate
- Obituary
- News article naming the deceased
- Police report

8.3 In the event of an unexpected and serious illness or injury affecting a participant's family.

You'll be asked to provide a statement from a doctor confirming that the person requires on going care due to an unexpected serious illness or injury.

The statement must also be dated after the reservation was made and be provided within 14 days of cancellation.

Pre-existing conditions known to the user at the time of booking do not apply under extenuating Circumstances.

8.4 In the event of government-mandated obligations including jury duty, travel restrictions, court appearances, and military deployment.

You'll be asked to provide a copy of the official notice dated after the booking was made, including the name of the person fulfilling the obligation.

8.5 In the event of participant's transportation booking cancellations

It is the participant's responsibility to ensure viable transport options are available before booking.

However transport disruptions following the booking that make it impossible to travel to your destination, including road closures and flight cancellations, where there are no alternative routes or methods of travel may be able to receive a refund. This includes closures and cancellations caused by natural disasters, such as severe storms, flooding, snow etc. You'll be asked to provide a notice of the road closure, or documentation from the transport service provider that cancelled, as well as supporting documentation confirming that it's not possible to arrange alternative travel to your destination.

8.6 Train, bus, or ferry cancellations where no alternative trips were available on the same day. You'll be asked to provide documentation that clearly shows that the transport provider was not operating on that day, such as a screenshot of the company's website or a link to an official statement from the provider.

8.7 In the event of natural disasters, terrorist activity, and civil / political unrest that prevent the participant from travelling to or from the destination.

Natural disasters, acts of God, large-scale outages of essential utilities, and other severe and abnormal weather events will in a case by case approach be considered for a refund.

This does not include weather or natural conditions that are common enough to be foreseeable in that location for example and not limited to, snow conditions in Mountainous areas

### **COVID 19 AND OTHER EPIDEMIC DISEASES.**

9.1 In the event of a National Lockdown resulting in an inability to deliver face to face courses and journeys, organisers or participants will receive a full refund of their fees they paid to Adam Evans only.

9.2 In the event of Adam Evans or his associates being unable to deliver face to face courses and skills due to Covid 19 government restrictions on their travel, you will receive a refund of the fees paid to Adam Evans only.

9.3 Adam Evans will not accept any other liabilities or costs incurred by the participant or client organiser if the need to cancel due to Covid 19 for any reason arises.

9.4 In the event of participants being affected by localised restrictions, each participant will be viewed on a case-by-case basis. Any participants requesting a refund of fees will be required to provide documentation citing a government directive or a medical professionals certificate to demonstrate this.

9.5 In the event of a participant being required to self isolate due to Covid 19, for a time period during the course commencement or journey, a refund may be requested if combined with a medical directive to do so.

**Adam Evans: February 2021**