



## Terms and Conditions

This agreement is made between you (the customer as defined in the Booking Form) and Paul Bull, hereby referred to as us/we, and shall be formed when we acknowledge acceptance of your booking form and deposit. The contract is subject to availability of a course place/date.

These conditions may only be waived in special circumstances, but only in writing from us.

When making your booking it is implied and accepted that you have read and understood all these booking conditions and agree to abide by them.

### 1) Booking Conditions

#### a) General Booking Conditions

- i) You must complete and return to us the Booking Form along with your non-refundable course deposit of £50, or 50% of the course fee for courses with a price of less than £50, to book your place.
- ii) The remaining balance of your account will be payable 6 weeks in advance of the course date. If the balance is not received by this time, we reserve the right to cancel your booking and your deposit will be forfeited.
- iii) You are physically fit for the course you have chosen.
- iv) You appreciate that the activity may be hazardous by its nature and accept a certain element of risk.
- v) You agree to abide by such policies as we may consider advisable.
- vi) If signing as a parent/guardian you agree to your child taking part in the activity specified, accept the risks involved and have declared any medical conditions that are relevant.

#### b) Payment

- i) We accept payments by cheque, cash or bank transfer or other such means as described on the invoice. Cheques should be made payable to Paul Bull.
- ii) In the event of your cheque being dishonoured, a charge of £25 will be made to you to cover bank and administrative costs.

### 2) Amendments to courses

#### a) Amendments to courses by Us

- i) Whilst every effort will be made to adhere to the planned itinerary for your course, it must be realised that changes to the programme can occur from time to time due to factors outside of our control and we accept neither responsibility nor liability for any associated costs, should this occur. As a consequence, we may be forced to alter dates or venues before the course starts and we will inform you of any such changes as soon as we know of them.
- ii) On assessing the conditions on the day and attendee abilities, we and our coaches may decide to alter any proposed plan or river/venue if it is believed that it would put attendees at unnecessary risk.
- iii) Some courses require specific river levels, particularly when running 4 and 5 star courses. We endeavour to plan courses for the time of year that we would expect to get the appropriate amount of rainfall. For water dependant courses a final decision as to the viability of the course will be made 2 days before the course is due to start. If a course is cancelled at this point then you will be offered an alternative venue or date. If the subsequent date is also cancelled then customers will be given the opportunity to wait for another alternative date or have a full refund.

#### b) Amendment to courses by You

- i) If you make an alteration to a booking you must give your instructions in writing and pay a course amendment fee of £35.

### 3) General Terms

#### a) Health

- i) When participating in courses/activities you should expect to be involved in adventurous and sometimes strenuous activities and so you should be of good general health. The medical section must be completed as part of the booking process. All prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration and the commencement of the course must be reported. You must satisfy yourself that taking part in the course is within your own capabilities. We reserve the right to refuse a booking on medical grounds if it is considered to be detrimental to the safety and smooth running of the course.

#### b) Equipment

- i) You shall provide any necessary equipment for the activity as directed by us.
- ii) We or our designated coaching staff are not under any liability whatsoever in the respect of loss or damage to your personal property, however caused, whilst attending the course.
- iii) Where we do provide any equipment for use during the activity/course, you shall be responsible for the safekeeping of all equipment issued. With the exception of fair wear and tear we reserve the right to charge for equipment that has been lost, damaged or misused.

#### c) Insurance

- i) For all courses, you are advised to have insurance that covers you for all the activities to be undertaken. For this SnowCard offers good cover, but the choice of who you use is up to you.

#### d) Photography

- i) By participating in this course you consent to us taking photographs or video of you for the purposes of feedback and personal development. These images remain the property of us and from time to time may be



used for marketing purposes. You consent to the use of these images for marketing purposes by us or any company associated with us. If you do not consent to us using your image in this way please notify us of this in writing.

**e) Safety**

- i) Signing the booking form signifies your acceptance that the coach(es) in charge of your course has the authority to make decisions affecting the attendees or individuals. The coach may require an individual or individuals to leave the course if they believe that a person or person's health is at risk, if an illegal act is committed, or behaviour may become, or has been, detrimental to the safety, enjoyment or well-being of the group.
- ii) Participation in adventurous activities entails some risk of injury. All staff employed by us are trained and appropriately qualified to run activity sessions and will at all times proceed in a manner to limit the risk of injury. However, you accept that accidents and injuries can happen.
- iii) All bookings are made on the basis that you will observe the safety policies, notices or instructions set by us at all times.

**4) Cancellation**

**a) Cancellation by Us**

- i) We reserve the right to cancel any course which does not receive sufficient bookings to make it financially viable.
- ii) Whilst every attempt is made to ensure that courses/activities actually run, we will notify you of any changes or cancellations 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.
- iii) We shall notify you of any cancellation no less than 48 hours prior to the commencement of the course where numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum. In such circumstances we will not refund travel costs that you may have incurred prior to the cancellation and since lost except in the circumstances set out in the clauses above.
- iv) In the event of cancellation you will be offered the choice of either another booking on a different date or if mutual dates cannot be agreed, a full refund of the fee paid.

**b) Cancellation by You**

- i) Your deposit is non-refundable.
- ii) You understand that if you cancel your booking 6 or more weeks prior to the start of your course, we will issue a credit note for any balance on your account which can be used on alternative courses provided by us.
- iii) You understand that if you cancel or amend your booking within 6 weeks prior to the start of your course and if your place cannot be filled then you will be liable for the full course fee.
- iv) If you fail to attend a course or are required to leave a course at any stage, for whatever reason, you will not be entitled to any refund unless agreed by us.

**5) Data Protection**

- a) All information passed to us will be treated as confidential and will only be passed to third parties with your prior consent. You agree that information will be passed to our designated staff, affiliates or the BCU as is appropriate for the running and certification of courses.