

## **BOOKING TERMS AND CONDITIONS**

1. **Payment Details:** A 50% deposit is required by bank transfer on booking. The remainder is to be paid no later than 60 days in advance of start date. Failure to pay the balance on time may result in your booking being cancelled.

2. **Sending Payment:** When sending payment, the total received by to our bank account must be no less than the full amount invoiced. Any bank costs arising from foreign transfers etc must be borne by you.

3. **Cancellation terms and conditions:** In the event of you cancelling for any reason, refunds will be offered as follows:

- Up to 60 days in advance of course 50% refund
- From 60-30 days in advance 25% refund
- Less than 30 days in advance no refund will be offered.

To that effect, your holiday insurance must include cancellation and curtailment. Cancellation by the guide will result in a 100% refund to the client. Your booking will only be confirmed once your deposit has been received.

4. **Insurance.** By sending me your booking form you are confirming that you have adequate insurance for your trip at the time of booking. This must include cancellation and curtailment for all courses, and foreign rescue, medical treatment and repatriation for Alpine courses.

5. **Risk and Participation Statement:** Professional Standards of safety and client care are priorities at all times. However, all mountains are inherently dangerous environments. Whilst good judgement and guiding techniques will minimise most risks, they can never be completely eliminated. Avalanches, rock/ice fall and bad weather cannot always be foreseen and are a dangerous aspect of mountaineering. If you are not happy to accept a certain degree of risk, then you should not book a course. Your attention is drawn to the British Mountaineering Council's Participation Statement:

*Hill walking and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement.*

6. I, or any guides/instructors employed reserve the right to exclude anyone who might either endanger the group or prevent success on a route. This may be due to fitness, poor technique, ill

health, or refusal to cooperate with the guide/instructor. Refunds will not be given to anyone excluded. Anyone excluded due to refusing to cooperate with the instructions of the Guide/Instructor will immediately forfeit the professional services and duty of care of the Guide/Instructor.

7. Courses and itineraries detailed on this website are for guidance only. Exact routes and itineraries will be decided upon by the guide, taking into account many factors including weather, conditions, client ability and fitness.

8. The guiding/instructing ratios for any course or activity may be varied to allow for circumstances such as staff absence or illness, so long as such changes do not compromise the safety of course members or infringe any guidelines concerning guiding/instructing ratios as may be set out by national authorities, the UK national governing bodies of the activities to be undertaken or concerned professional associations, such as the International Federation of Mountain Guides Associations (IFMGA) or the Association of British Mountain Guides (BMG).

9. Once the course is underway, I, or any guides or instructors I employ, may change routes, mountain objectives or activities, at any time, if we believe that to continue as intended would place ourselves or any course member at undue risk. This applies to all courses, including those that have a specific mountain or route as their primary objective (eg Matterhorn).

10. Circumstances may arise where I am forced to alter dates, duration, or hotel accommodation before a course starts. I will try to inform you of any such changes as soon as we know of them

11. I, my guides or instructors, will do our utmost to ensure that any problems are solved for the benefit of the course participants as a whole. Signing the booking form signifies your acceptance of the Course Director's authority to make decisions affecting the group or individuals. For instance, the Course Director may require an individual, or individuals, to leave the course if they believe that a person or person's health is at risk, if a person is not coping, or may not cope, with the technical, physical or mental demands of the course, if an illegal act has been or may be committed, or conduct is, may become, or has been, detrimental to the safety, enjoyment or well-being of the group or of any individual within the group.

12. Non-UK Nationals should consult their own government for advice on travel to the destination country and all countries transited en route. I will not be bound by the advice of such foreign

governments, nor will my booking conditions be waived, save where such advice coincides with the advice of the UK Government.

13. A client leaving a course at any stage, for whatever reason, will not be entitled to any refund unless agreed by myself.

14. I cannot be made liable for the consequences of strikes, industrial action, wars, riots, sickness, quarantine, government intervention, weather conditions, the failure of a scheduled or charter airline, or other untoward occurrences, whatever they may be.

15. Whilst every effort will be made to provide quality food for clients, clients must be aware that continental Europe, and mountain huts in particular, are not always able to cater for those with Special Diets (eg Vegan, Gluten Free etc). Even clients with no special requirements may find some meals basic.

16. Prices may change without notice and vary from those published on this site. I sincerely hope that surcharges will not be necessary, but in the unlikely event that they are, you may cancel your booking without penalty if the surcharge amounts to more than 10% of the cost of the Course.

17. The terms and conditions of all agreements made with myself shall be subject to, and governed by, Scottish law.

18. 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.