

# Booking Terms and Conditions



## 1. Terms

- 1.1. These Booking Terms and Conditions are forthwith referred to as BTCs.
- 1.2. Freewill Outdoors is the trading name under which Will Manners operates. From time to time other appropriately qualified and experienced instructors will deliver training and instruction for Freewill Outdoors.
- 1.3. Individuals paying for services of Freewill Outdoors are referred to in these BTCs as the 'client'.
- 1.4. Where a client is coordinating a group booking they will be referred to as the 'principal client' in correspondence.

## 2. Application

- 2.1. These BTCs apply to every individual client.
- 2.2. These BTCs are designed to make clear to clients the contractual arrangement between Freewill Outdoors and the client and as such are designed to be comprehensive and equitable.

## 3. Booking and Payment

- 3.1. A booking can only be accepted by Freewill Outdoors on receipt of a completed booking form from/for all clients and a 25% deposit.
- 3.2. A booking can only be accepted by Freewill Outdoors when the client is considered suitable/fit to participate in the given activity. Acknowledgement of a booking will be in writing (email).
- 3.3. Full payment is required i.e. the balance is required 28 days prior to the start of the planned activity.
- 3.4. A client booking can only be accepted from a person under the age of 18 if they are accompanied by a parent/guardian. Evidence of this status will be required.
- 3.5. Booked numbers cannot be exceeded without prior agreement.

## 4. Exclusions

- 4.1. The price excludes: equipment rental, accommodation, food and drinks, travel (unless agreed), ski area uplift, entry to indoor climbing facilities, insurance.

## 5. Cancellation by Freewill Outdoors

- 5.1. If Freewill Outdoors is required to cancel an activity on reasonable grounds due to unsuitable weather and/or conditions, illness/injury, etc the client will be notified as soon as possible and offered:
  - 5.1.1. An alternative activity
  - 5.1.2. An alternative date
  - 5.1.3. A full refund
- 5.2. If Freewill Outdoors considers a client is, in the opinion of Freewill Outdoors, unsuited to the activity, prior to or during the activity, due to poor personal equipment, fitness or competence Freewill Outdoors shall offer:
  - 5.2.1. Cancellation
  - 5.2.2. An alternative activity

## **6. Cancellation by Client**

- 6.1. Cancellations made by the client more than 28 days ahead of the activity will receive a full refund.
- 6.2. Cancellations made by the client less than 28 days, but more than 14 days ahead of the activity will receive a 50% refund.
- 6.3. Cancellations made by the client less than 14 days ahead of the activity will receive no refund.
- 6.4. Cancellations can only be accepted in writing (letter, email, messenger, text etc) and are only valid when acknowledged by Freewill Outdoors.
- 6.5. A cancellation by the client during an activity (whilst unlikely) will not attract a refund. Any departure from the responsibility of Freewill Outdoors may seriously undermine individual client safety. Any client so departing will not be the responsibility of Freewill Outdoors who cannot accept liability for any subsequent incident.

## **7. Fitness to Participate**

- 7.1. Every client must be fit to participate in the booked activity. Fitness includes mental health, physical health, disability, cardio vascular fitness. Clients must make an honest assessment of their ability to participate and complete the proposed activity.
- 7.2. Freewill Outdoors will make reasonable adjustments to activities and seek expert advice in order to meet the needs of clients given adequate prior information.

## **8. Risk, Safety and Participation**

- 8.1. Clients, in accepting these BTCs and indicating so on the Booking Form, understand and accept the risks associated with the proposed activities in potentially harsh mountain environments which can include extreme cold temperatures, strong winds, rain, snow, heat/sunshine, unstable ground cover such as rock, snow and ice and midges.....
- 8.2. Clients will be in the hands of qualified, experienced and professional staff however, clients must be responsible for their own actions and must accept challenges/activities only if they are happy and adequately confident to do so.
- 8.3. Clients will be provided with skills and knowledge by Freewill Outdoors who will continually assess client's competence. Clients are expected to follow the guidance and instructions provided by Freewill Outdoors in order to maintain personal safety.
- 8.4. Clients must raise any concerns they have with any instruction or activity under the direction of Freewill Outdoors.
- 8.5. Clients accept that whilst all due care and attention will be taken to ensure their health, safety and welfare within the course of undertaking adventure activities in mountain environments accidents can happen.

## **9. Venue**

- 9.1. Freewill Outdoors will ensure that the venue/s selected for activities are suitable given travel times, start/meeting point, prevailing travel conditions and prevailing mountain weather and conditions.

## **10. Equipment**

- 10.1. Clients are encouraged to use their own equipment which they should be familiar with. Freewill Outdoors will ensure that such equipment is fit for purpose. Where it is not Freewill Outdoors reserves the right to supplement equipment and in extreme cases cancel the booking. If in doubt contact Freewill Outdoors.

- 10.2. Some items of equipment may be available, please indicate this on the booking form. Any losses to such equipment by a client will require replacement by that client.
- 10.3. Adventure activities can place demands on equipment; Freewill Outdoors cannot be responsible for damage, wear and tear to client's personal equipment.

## **11. Insurance**

- 11.1. Freewill Outdoors possess public and products liability insurance. All Freewill Outdoors staff operate within the limits of national governing body qualifications held and in accordance with professional body best practice.
- 11.2. Freewill Outdoors does not provide clients with personal accident, cancellation, third party liability or personal injury insurance. Where clients consider this appropriate professional advice should be sought. Freewill Outdoors is not responsible for client's personal equipment.

## **12. Privacy**

- 12.1. Your privacy is important and the General Data Protection Regulation (GDPR) places a responsibility on organisations to hold only what is relevant and for which permission is held.
- 12.2. Freewill Outdoors will only hold information on the client that is of 'vital interest' in the safe management of clients and the delivery of activities. After the activity, information that is not essential will be deleted.
- 12.3. All information held by Freewill Outdoors is stored securely and electronically. Any hard copies are scanned and shredded. Any hard copies of personal information carried during an activity are shredded after the activity. Electronic information held on mobile devices will be deleted after the activity.