

# **Terms and Conditions 2017**

#### 1. Definitions

Climb Cornwall/we/us/our refers to Jay Jackson and any other instructor/employee/volunteer acting on behalf Climb Cornwall Ltd.

Client/you/your/they/their refers to the individual/individuals/organisation/company making and paying for the booking, or participating in any activity delivered by Climb Cornwall Ltd.

#### 2. Safety

The BMC recognizes that climbing 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.

Climb Cornwall Ltd will take every care to ensure the safety and wellbeing of participants, however climbing and mountaineering are activities that require your acceptance of risk and responsibility for the consequences of your own actions.

By presenting at an activity you declare that you accept these risks; that you are free from injury; and you are fit to participate in the activities booked. If you feel you cannot make this declaration, please make Climb Cornwall aware before the beginning of your activity.

Climb Cornwall Ltd reserves the right to end or change an activity if we judge that you are, or that you become, unfit to participate, or we judge that you are unable to make this declaration.

Climb Cornwall Ltd reserves the right to remove any client from an activity if their actions are deemed to endanger the safety of themselves or others. Any client who acts in contravention of the decisions or direction of Climb Cornwall instructors, or who undertakes independent activities during a course will forfeit all professional protection and duty of care from Climb Cornwall Ltd.

Climb Cornwall Ltd reserves the right to change or cancel any activity without notice based on conditions or safety considerations. Where possible a suitable alternative will be offered.

### 3. Consent

Climb Cornwall Ltd requires that you give informed consent to participate in Activities with us by means of a consent and declaration form

We require you to declare any disabilities, medical advice, medical conditions, medical treatments including medications prior to the start of an activity. This information is collected in order to ensure the safety and promote participation for clients.

All declared information is treated as confidential and will not be passed to any third parties with the exception of emergency services.

Clients under the age of 18, or those incapable of giving informed consent themselves, must have the informed consent of a legal guardian or parent.

#### 4. Bookings and Payment

Bookings will be confirmed on receipt of a completed booking form and 50% non-refundable deposit.

Full payment must be with Climb Cornwall Ltd 14 days prior to activity unless otherwise arranged.

#### 5. Cancellations

In the unlikely event of a course being cancelled by Climb Cornwall Ltd you will receive a full refund of any payment made directly to us. We are not liable for any other losses incurred.

In the event of cancellation by you within 14 days of the course start date the full amount will be due. If cancellation is made more than 14 days from the course start date, only the non-refundable deposit is due (any additional payments made directly to us will be refunded).

Course dates and content can be altered by arrangement although charges may apply.

Climb Cornwall Ltd reserves the right to alter or cancel any course without notice based on conditions or safety considerations. Where possible a suitable alternative will be offered.

#### 6. Equipment

All equipment provided on courses remains the property of Climb Cornwall Ltd. Charges for equipment loss or damage may apply.

## 7. Transport, accommodation and food

Food, accommodation and travel are not provided by Climb Cornwall Ltd unless specifically mentioned.