



Mountaineerin Ltd

Booking Conditions

Last updated October 2022

Mountaineerin Ltd, Abacus House, 450 Warrington Road, Culcheth, WA3 5QX
Web: www.mountaineerin.com Email: simon@mountaineerin.com
Mountaineerin Ltd is a limited company registered in England and Wales.
Registered No: 9013728
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Definitions

“Event/Activity” – Any activity or event where the customer pays Mountaineerin Ltd to take part.

“Activity Fee” – Any payment made to Mountaineerin Ltd to take part in the event or activity.

“Postal Address” – 3 Sandicroft Close, Birchwood, Warrington, Cheshire, WA3 7LY

“Lead Client” – The person booking the event/activity for themselves or/and on behalf of another participant.

“Qualified Instructor” – The person officially recognised as being trained to lead on the event/activity.

“Customer”, “participant”, “client” – Any persons taking part in the event/activity.

“We”, “Us” and “our” means Mountaineerin Ltd

“you” and “your” – Means all persons named on the booking (including anyone added or substituted at a later date) or any of them.

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1. Bookings and Deposits

- 1.1 In order to secure your place on the activity of your choice, we will require a completed booking form and deposit. If the event is more than 60 days away, customers may choose to pay a deposit rather than the full amount. Deposit amounts are as follows;
 - 1.1.1 If the activity fee is under £100 per person we require a £30 deposit per person.
 - 1.1.2 If the activity fee is under £400 per person we require a £50 deposit per person.
 - 1.1.3 If the activity fee is over £401 per person we require a £100 deposit per person.
 - 1.1.4 If the activity fee is over £500 per person we require a £200 deposit per person.
 - 1.1.5 Some activities require a larger deposit due to cost incurred. This will be advised upon booking.

Bookings and deposit relating to transport

- 1.1.6 For transport only bookings where the transport fee is under £500 the deposit is 10% in total.
- 1.1.7 For transport only bookings where the transport fee is over £501 the deposit is £300 in total.
- 1.2 You can pay by cheque, payable to Mountaineerin Ltd and forwarded to our postal address, credit or debit card via pay by link and by bank transfer. Bank details are available on request.

For some events we also accept payment by monthly Direct Debit. If paying by Direct Debit the payment schedule will be set up with the total fee being equally divided by the number of the months from the date of booking to 1 month prior to the event start date. It is your responsibility to ensure there are sufficient cleared funds available on each requested payment date. If a payment is missed arrangements will need to be made to reschedule the payment as soon as possible.

- 1.3 When completing and submitting the booking form Mountaineerin Ltd accept that the lead client has the authority to accept and does accept, on behalf of themselves and their group the terms set out in these booking conditions.

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- 1.4 The balance of payment is due 60 days before the start date of the activity. If you book within that 60 day period then the full amount of the activity is immediately due. If the final balance is not received by the 60 days before the start date of the activity, Mountaineerin Ltd reserve the right to cancel your booking without refund.
- 1.5 To the best of our knowledge, the information contained on our website and other promotional material is believed to be accurate and correct at the time of publication. On occasion, errors may occur. You must check the details of your planned activity prior to making your booking to confirm details seen are correct. In the event of any queries arising, you agree that you will clarify this with Mountaineerin Ltd.

2. Cancellations and Refunds

- 2.1 If the customer cancels for whatever reason the following charges/refunds apply:
- 2.1.1 Cancellations made 60 days or more in advance of the booked activity will incur loss of deposit.
- 2.1.2 40% of the total booking fee will be refunded for cancellations made between 31 and 60 days of the start date of the activity.
- 2.1.3 No refund will be made for cancellations made within 30 days of the start of the booked activity.
- 2.2 If a customer does need to cancel the booked activity cancellations must be made in writing via email to simon@mountaineerin.com Refunds (if available) will be calculated from the date of receipt of the written correspondence detailing the cancellation.
- 2.3 You agree that any refund provided and accepted will be in full and final settlement of any claims arising in contract or under the Package Travel and Linked Travel Arrangement Regulations 2018. A refund will be deemed accepted unless objection and repayment is made to us in writing within 7 days of the refund being sent to you.

3. Package Travel (Financial Protection)

- 3.1 Mountaineerin Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Mountaineerin Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Mountaineerin Ltd.

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Claims

In accordance with the UK Package Travel & Linked Travel Regulations 2018, Directive (EU) 2015/2302 or the local applicable law in the country of residence of the passenger(s) booking with **Mountaineerin Ltd** are fully protected for the initial deposit and subsequently the balance of all monies received by us, including repatriation costs and arrangements, arising from cancellation or curtailment of your travel arrangements due to the insolvency of **Mountaineerin Ltd**

The respective laws accordingly to the country of residence of the passenger(s) usually only requires us to provide cover for Package & Linked Travel Arrangements, there is no requirement for Financial Protection of day trips or single elements, and none is provided unless the local law requires such. If you have questions on this then please contact **Mountaineerin Ltd**

Mountaineerin Ltd has taken out an insurance provided by International Passenger Protection Ltd (IPP) with Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. LMIE's registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company. This insurance is only valid for passengers who book and pay directly with/to **Mountaineerin Ltd**

In the event of our insolvency please make contact as soon as practically possible giving full details of what has happened quoting the name of your Travel Operator:

For UK & Worldwide excluding EU Passengers

IPP Claims at Sedgwick
Telephone: +44 (0)345 266 1872
Email: Insolvency-claims@ipplondon.co.uk
or online at <http://www.ipplondon.co.uk/claims.asp>

For EU Passengers

IPP Claims at Sedgwick
Telephone: +31 103120666
Email: ippclaims@nl.sedgwick.com
or online at <https://www.ipplondon.co.uk/claims.asp>

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4. Activity Amendments and Alterations

- 4.1 Due to the nature of the activities on offer, Mountaineerin Ltd reserves the right to alter travel arrangements, accommodation and itinerary at any time. In the unlikely event of this happening any amendments will usually be minor. Should any major amendments be made, the customer will be consulted where possible prior to making any changes. No compensation will be payable. Mountaineerin Ltd will always aim to provide the activity as per the planned programme.
- 4.2 All prices advertised are accurate at the date published. In some circumstances situations arise that make it necessary to change the price for example; currency fluctuations, changes to park entrance fees or fluctuations in fuel costs. In such circumstances we may need to levy this charge at which time Mountaineerin Ltd will issue an amendment invoice giving you as much notice as possible regarding the changes. The cause for any amendments will be made clear from the outset.

5. Cancellations by Mountaineerin Ltd

- 5.1 Mountaineerin Ltd reserve the right to cancel activities at our discretion. However, Mountaineerin Ltd cannot be held responsible for any other loss that you may have incurred due to cancellation of your activity.
- 5.2 We often have minimum numbers to satisfy our activities. Please do not book transport or accommodation until you have confirmed that we have filled the required number of spaces and that the activity is definitely going ahead.
- 5.3 Cancellation by Mountaineerin Ltd may occur due to:
- Adverse weather conditions
 - Minimum group numbers not being met
 - Non payment by the customer

Note: this list is not exhaustive.

6. Responsibility and Personal Safety

- 6.1 Mountaineerin Ltd only hire qualified instructors and staff. All members hold current first aid certificates and have had the relevant Disclosure and Barring Records checks completed prior to being employed (if working with young people under 18 years of age.) Instructors will also carry emergency equipment sufficient for the planned activities. Mountaineerin Ltd recognises and advises that due to the very nature of the trip and activities it offers, accidents are possible and all customers must be aware of the risks.

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- 6.2 Mountaineerin Ltd cannot be held responsible for circumstances outside of their control and participation is at the risk of the customer.
- 6.3 Customers are required to bring personal walking equipment. Prior to your activity you should be provided, by Mountaineerin Ltd with a suggested kit list for the items needed for your chosen activity. If the instructor leading your activity is unhappy at the suitability of your personal equipment for the activity they reserve the right to refuse to take you on the activity. There will be no monies refunded under such circumstances. Please do not hesitate to discuss equipment concerns with Mountaineerin Ltd prior to your activity.
- 6.4 You must inform us of any known medical conditions that may affect you during your chosen activity. You will be expected to disclose this information on the informed consent form that will be provided prior to the activity.

Failure to disclose any relevant medical conditions that are later found out and increase the risk of your participation in the chosen activity could result in refusal to allow you to participate. Mountaineerin Ltd accepts no responsibility for injury or loss arising out of undeclared medical conditions.

- 6.5 All customers certify that they are in good physical and mental health and are able to take part in the activity they are participating in. Customers must be aware that some activities involve prolonged physical exercise.
- 6.6 Where the customer is under 18 years of age parental consent will be required in order to allow participation in the activity. It is essential that all conditions no matter how minor are disclosed.
- 6.7 Where transport and drivers are used to support our activities, we will ensure that: all vehicles are fully Insured, have the necessary operating licences required by law and the guidelines for driver hours and shifts are met. Our drivers hold the correct licences to enable them to drive the vehicle they will be operating. Some of our events are time bound and mean the driver hours and shift patterns need to be managed, any such details will be included in your itinerary. In general such timings are not negotiable as they are the law. If driver hours and shift lengths are likely to pose an issue, we will discuss this with you at the earliest possible time.
- 6.8 All customers are advised to take out personal injury and cancellation insurance to protect themselves. Mountaineerin Ltd will be happy to suggest suitable insurers to contact for this should you need advice.

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7. General

- 7.1 The customer will be led by a qualified instructor and agrees that their decision is final (including regarding their continuing participation in the activity) and will be led by them throughout the activity.
- 7.2 Mountaineerin Ltd reserves the right to reject any customer at any time as a member of their group. Reasons for this may include; illegal actions or irresponsible behaviour which, endangers the customer, the instructor or any other customer. In the event of this happening no refund will be made and Mountaineerin Ltd will not accept any further liability or responsibility for the customer.
- 7.3 Should the customer at any point feel that the service provided has been unsatisfactory they are entitled to file a complaint with Mountaineerin Ltd. Complaints must be filed in via email within 7 days of completion of the activity. After this 7 day period it will be taken that the activity provided was satisfactory.

8. Risk Aware

- 8.1 Mountain and outdoor activities carry risks. As a responsible provider of mountain and outdoor activities the below is to highlight some of the possible risks to yourself whilst taking part in mountain and outdoor activities.
- 8.2 Mountaineerin Ltd and its staff take health and safety very seriously however it is acknowledged that risk cannot be completely eliminated. Below is a list of some of the dangers that can be encountered whilst taking part in our activities, this list is not exhaustive. Customers should be aware that accidents in this type of environment can lead to serious injury and in extreme cases can be fatal.

- Physical and mental exertion (in some instances for prolonged periods of time).
- Adverse and/or rapidly changing weather conditions (wind, rain, hail, snow, sun, storm, lightning etc).
- Uneven, slippery and dangerous surfaces (slate, stone, rock, snow, ice, grass etc).
- Road travel, road travel accidents.
- Rock, ice fall.
- Strong sun, UV exposure.
- Cold related injuries.
- AMS (Acute Mountain Sickness) including HAPE and HACE
- Danger of Avalanche

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- 8.3 The aims/goals of a particular activity (e.g. summit, specific routes, timeframe etc) may not be obtainable. Mountaineerin Ltd will not be held responsible for such problems. Mountaineerin Ltd's activities take place in areas which can be unpredictable and this must be noted by all customers. The safety of the group is paramount to any goals or aim.
- 8.4 The instructor leading the activity is responsible for all decisions during the activity. Their decisions regarding route selection, the conditions as well as suitability and continued participation of the customer is final. It is possible that conditions affecting the suitability of any activity could change at short notice. Customers should note that this is a possibility at any time of the year in the mountains. Every effort will be made by Mountaineerin Ltd and its instructors to ensure the planned programme is followed where possible. However, this can never be guaranteed.
- 8.5 Some of Mountaineerin Ltd's activities include visits to or take place in developing countries. Please note that the standard of medical care, facilities and transport facilities will not necessarily be of the same standard as the UK. Vehicles in particular may not include seat belts or be subject to a standardised MOT type test. Every effort is always made to ensure the above are safe and fit for purpose. If it is felt the above are not fit for purpose alternative options will be sought.

For more information regarding a particular countries political state, general health and safety and other details you can visit the UK Foreign and Commonwealth Office website.
<https://www.gov.uk/government/organisations/foreign-commonwealth-office>

- 8.6 As part of Mountaineerin Ltd's commitment to ensure events/activities are delivered responsibly all participants are to complete an Informed Consent form & Health Questionnaire. This will be requested at least 60 days prior to the event. This information is required for insurance purposes and also so that Mountaineerin Ltd have the relevant details in the event of an accident. No client will be allowed to participate without completing the requested form .If the requested form cannot be obtained prior to the activity this may result in those participants being removed from the booking or, the booking being cancelled in its entirety without refund.

9. About You

- 9.1 Mountaineerin Ltd collects information such as name, contact details, basic medical information and such details in order to ensure participants are fit to travel enabling the event/activity to be delivered safely and appropriately. This information is never shared with third parties. Information is collected upon booking and from informed consent details collected prior to the event. Please note that basic relevant details (date of birth, medical conditions etc) may be shared with medical professional and emergency services in the event of an emergency or incident. This is done only in the interest of the participant.

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If you have any concerns about how Mountaineerin Ltd use your information or you wish to withhold information please contact us.

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