



## COURSE BOOKING TERMS AND CONDITIONS

1. The Client signing the Booking Application form does so on behalf of all persons in the group. The signing of the Booking Application Form shall constitute acceptance by the Client of the Booking Conditions as set out herein. If for any reason the booking cannot be accepted, the deposit will be promptly refunded in full, but Boulder Adventures Ltd cannot accept any liability for any delay or additional expense incurred on that account.
2. Boulder Adventures require a deposit of 10% per person with the Booking Form. Balance will be invoiced 6 weeks before course commencement and cleared payment is required no less than 2 weeks prior to course commencement.
3. Boulder Adventures reserves the right to cancel any holiday/course booking provided that in such event an attempt will be made to offer the Client an alternative holiday/course but if no such alternative is available (such availability to be decided at the absolute discretion of Boulder Adventures Ltd) the Client shall be entitled to a full refund of all monies paid, all liability of Boulder Adventures Ltd shall cease.
4. Boulder Adventures Ltd reserve the right to make reasonable variation or modification to any course, which may be available from time to time.
5. The Client will at all times during the course in the interest of safety (which is of paramount importance) promptly comply with all reasonable instructions or advice given to him by or on behalf of Boulder Adventures Ltd or any Leader appointed by them. If the Client fails to comply with such instructions or advice, Boulder Adventures Ltd reserves the right to exclude the Client from the course or refuse carriage of him/her at any time and does not accept any responsibility for any liability loss or expenses or damages arising because of the Client's failure to comply.
6. The Client shall provide suitable clothing, equipment and footwear. Advice on such clothing, equipment and footwear will be given on request but Boulder Adventures Ltd does not accept liability whatsoever for any losses, claims, injuries or liabilities suffered, incurred or arising as a result of any defect in or the unsuitability of any clothing, equipment or footwear provided by the Client. Specialist equipment, where required, will be provided by Boulder Adventures Ltd at the Client's own risk.
7. Boulder Adventures Ltd reserves the right to alter the price of any specialist course or equipment hire charge at any time if this proves necessary due to circumstances beyond the control of Boulder Adventures Ltd who will make every endeavour to give the Client early notification of such increase.
8. In the event of the Client wishing to cancel a booking, the following charges will apply:

### **Period Prior to Booking Commencement**

**90 – 61 days** Deposit only

**60 – 43 days** 50% of total course fee

**42 – 15 days** 80% of total course fee

**14 – 0 days** Full charge

It is essential that the Client confirm the number that are attending the course six weeks before commencement. An invoice for the balance due will be sent six weeks prior to commencement date and the numbers invoiced will be either 80% of those originally booked, or the numbers confirmed as attending the course, whichever is the greater. Payment must be made prior to two weeks before commencement. If payment is not received then an administrative surcharge of 5% will be added. A cancellation is only effective when a written communication is received by Boulder Adventures Ltd.

9. The Client shall be liable to Boulder Adventures Ltd for any damage to or loss of any specialist equipment provided to him or her and shall also be responsible for any damage caused, either directly or indirectly, by acts or omissions, to the course or course centre, or any fixture and fittings or furnishings therein.
10. Boulder Adventures Ltd does not accept any responsibility for any aspect of your holiday/course affected by matters over which it has no control, for example, weather conditions, terrorism, industrial disputes, delays, acts of God, war, quarantine, sickness or any other cause.
11. The Client warrants that he/she is fit, well and able to travel and carry out all the pursuits, which are available on the course and if the Client is in any doubt as to his/her fitness for the chosen course, he/she must seek medical advice. If the Client is, in the opinion of Boulder Adventures Ltd or any Leader appointed by them, not considered to be sufficiently well, fit or able for the course in the interests of safety, Boulder Adventures Ltd reserves the right to exclude the Client from the course at any time either before or during the course in which case it is agreed there shall be no liability to Boulder Adventures Ltd or their appointed Leader for any damages loss or expenses, and any monies paid by the Client are not refundable.
12. Boulder Adventures Ltd does not accept responsibility for any kind of the Client's property of any description, including monies, luggage or baggage; property must in all circumstances be the sole property of the Client.
13. Occasions arise when it is not possible to follow the advertised programmes or itineraries due to circumstances beyond the control of Boulder Adventures Ltd. Such programmes and itineraries are put forward as statements of intention only not as representations or undertakings that they will be carried out.
14. Boulder Adventures Ltd act as agents only in connection with the services of outside contractors, any campsites, hotels, coaches, trains, boats or any travel facility conveyance or accommodation. Tickets for travel of any kind whatsoever are issued subject to the conditions and regulations published in the timetables booklets or other notices of the persons, companies or authorities undertaking such transport. Boulder Adventures Ltd shall not be liable for any loss, damage, injury or delay arising out of such travel accommodation or fault or omission on the part of the outside contractors however caused or suffered.
15. Neither the Leaders or outside contractors appointed by Boulder Adventures Ltd nor any person purporting to act on their behalf has any authority to cancel or alter these conditions of booking which are to be the only terms controlling the legal relationship between the Client and Boulder Adventures Ltd.
16. Personal Insurance is not included in the course fee. Party leaders are recommended to ensure that all members of their party are appropriately covered against accidents, losses and cancellations.

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