

# **Booking Terms & Conditions**

## Please read this section carefully before completing your booking.

## 1 <u>FEES</u>

- **1.1** Course and experience fees are inclusive of all costs except otherwise stated i.e. *Centre entry, equipment hire, etc.*
- **1.2** Fees not covered are course booking fee and any parking fee's incurred at venues.
- **1.3** Course places cannot be provisionally booked or reserved by Telephone/email/letter.
- 1.4 All balances must be paid at Point of Sale via our booking portal; Ticketinghub.

## 2 AMENDMENTS BY THE CUSTOMER

2.1 Substitution of the original customer for another can be made provided at least 72 hours' notice is given by the substituted customer to Up & Under Adventures and the substituting customer satisfies the requirement of the course. All substitutions must be made with the consent of Up & Under Adventures.

2.2 A customer may apply, in writing, to change course or course dates as long as the original booking is more than 72 hours from the date of the request.

2.3 Any requests to change course or course dates within the 72 hours period will be dealt with under the terms and conditions relating to cancellation by the customer.

### 3 CANCELLATION BY THE CUSTOMER

- 3.1 All cancellations must be in writing and acknowledged by Up & Under Adventures. The financial cost of cancellation is as follows:
  - 3.1.1 Deposits are non-refundable.
  - **3.1.2** 75% of the total course fee is due where cancellation takes place less than 1 week, but more than 72 hours before the commencement of the course; or
  - **3.1.3** 100% of the total course fee is due where cancellation takes place within the period of 24 72 hours before the commencement date of the course; or
  - **3.1.4** 100% of the total course fee is due where cancellation takes place on or after the commencement date of the course.

3.2 Any cancellation issued by the customer due to COVID-19, shall be entitled to a refund in line with the terms above (3.1) as long as the customer can provide proof of positive PCR test or correspondence from NHS Track & Trace i.e. *an email or screenshot*.

### 4. <u>CANCELLATION BY Up & Under Adventures</u>

- 4.1 Whilst every attempt is made to ensure that courses/activities actually run, Up & Under Adventures will notify the customer of cancellation as soon as practicable where it believes on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the course/activity.
- 4.2 Up & Under Adventures shall notify the customer of cancellation not less than 72 hours prior to the commencement of the course where;
  - 4.2.1 Numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum; or
  - 4.2.2 Forecasted conditions are dangerous and/or unsuitable for the course/activity.
- 4.3 In the event of cancellation customers will be offered the choice of the following options:
  - 4.3.1 Full refund of the fee paid (minus booking fee); or
  - 4.3.2 Another booking on a different date

#### 5 GIFT VOUCHERS AND EXPERICENCES

- 5.1 All GIFT VOUCHERS AND EXPERIENCES have a 12 month validity period from date of purchase.
- 5.2 All GIFT EXPERIENCES and courses booked using a GIFT VOUCHER must be booked and attended within the 12 month validity period.
- 5.3 GIFT VOUCHERS AND CERTIFICATES can only be booked for the person(s) stated on the voucher at the point of purchase, unless;
  - 5.3.1 A written request is received and acknowledge by Up & Under Adventures following the terms stated in section 2 of the Terms & Conditions.
- 5.4 GIFT VOUCHERS can be used as part of full payment for courses and/or experiences.
- 5.5 Bookings made with GIFT VOUCHERS and EXPERIENCES must use the unique code found in the confirmation email and/or on the physical voucher at the point of sale, otherwise the discount will not be applied and payment maybe required to complete the booking.
- 5.6 GIFT CERTIFICATES AND VOUCHERS cannot be exchanged for their cash values.
- 5.7 GIFT EXPERIENCES can be transferred to another activity provided by Up & Under Adventures as long as;
  - 5.7.1 The experiences are of the same monetary value.
  - 5.7.2 The transfer request is made within the 12 month validity period.
- 5.8 All transfer requests must be in writing and acknowledged by Up & Under Adventures.
- 5.9 All extensions must be in writing and acknowledged by Up & Under Adventures.
- 5.10Extension requests are reviewed on a case by case basis and as such, Up & Under Adventures reserves the right to deny any extension request that it deems unsuitable

"The BMC recognises that climbing, 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."

NB Most courses will be delivered by Up & Under Adventures staff; however some courses may be out sourced to other award holders. Appropriate efforts will be made to ensure the delivery team hold relevant qualifications and insurance to cover the activity assigned. Any case brought against Up & Under Adventures or associates must be conducted in the United Kingdom.

DATA, Your personal data is collected for your safety so we have medical and NOK details. DATA will be held safely, and only be held for as long as is necessary. DATA will only be shared with additional instructor who will be working with you. You have the right to see any held information and ask for it to be deleted