

Lupine Adventure Co-op: Booking conditions: Group activity programmes.

1 Terms and Definitions

Lupine Adventure Co-operative Ltd: Lupine.

You / Your: The organisation booking the service or if no organisation exists then this could be an individual, for instance if someone is booking a group of friends a day of climbing

2 Bookings and Payment

In order to secure your booking of Lupine's services you will need to pay the full invoice by at the latest six weeks before the delivery of each programme element. Lupine prefer payment by bank transfer and our account details will be on the invoice that we send you. If you would prefer to send a cheque you can send it to the address on the invoice.

3 Under 18's

People under 18 years old are welcome on all of our activities. As the law stands, to work with young people on some adventurous activities without a parent or guardian present requires a license (known as an AALA license) from the Health and Safety Executive. We currently hold an AALA licence for rock climbing (including abseiling) and trekking (hill walking & mountaineering in summer conditions). Our AALA licence does not extend to winter walking. We can take young people winter walking but we require their parent or legal guardian to be present at all times during the activity.

4 Safety on the activity programme

All Lupine instructors are suitably qualified, experienced and will hold a current First Aid qualification (or equivalent). The instructors will ensure that appropriate equipment is used on the activity.

All activity programmes that are delivered by Lupine are risk assessed with a view to minimising risks. However, some activities such as rock climbing, scrambling and hill walking are not without a degree of risk at their heart. Lupine cannot be held responsible for circumstances outside of our control and participation is at the risk of the individual.

Adult participants on our activity programmes are required to make a declaration of medical conditions prior to the activity commencing. They must inform us of any known medical conditions that may affect them during their activity.

You will need to provide us with information of relevant medical conditions for all participants under the age of 18 years old and an assurance that informed parental consent for the activity has been obtained. We prefer that this is obtained by using our Parental Consent form, but other options are possible.

All participants must be properly equipped for the day's activity. We have kit lists for all activity programmes that we deliver. Lupine hold a large amount of kit that can often be used by participants if arranged in advance.

If the Lupine instructor has serious reservations about the suitability of a participant's personal equipment or clothing, or a participant has neglected to bring their medication, the instructor will attempt to rectify the situation. Serious reservations can arise due to, but are not limited to, concerns

over suitability of footwear (good tread is often essential), quality of waterproof layers and forgotten Ventolin inhalers or adrenaline auto-injectors. If it is not possible to rectify the situation the instructor may have to modify the activity or may refuse to take some or all of a group on the activity. There will be no monies refunded under these circumstances.

5 Transport to and from the event (including repatriations)

Lupine are not responsible for your transport to or from the course venue. If a participant is taken ill or excluded from an event then the responsibility for repatriation of the individual is your responsibility.

6 Cancellations by you

At Lupine we run a wide range of activity programmes costing from a couple of hundred to tens of thousands of pounds. Some of these activity programmes require a large amount of administration and planning well before the activity takes place. We have devised a cancellation policy to reflect that this work has taken place in the event of a client cancellation. We value the support of our clients and will always seek to minimise the costs of cancellation to you.

As the planned activity programme date comes closer the number of pre-incurred costs such as pre-paid transport costs, venue hire and instructor cancellation fees increases.

Cancellations made by you more than six weeks in advance of the activity programme date will incur a cancellation fee to cover costs incurred of up to a maximum of 10% of the full programme cost.

Cancellations made less than six weeks in advance will incur a cancellation fee of up to the full programme cost.

For the purposes of this document the re-scheduling (postponement) of an activity is no different to a cancellation.

7 Cancellations by Lupine

Lupine reserve the right to cancel activities at our discretion. In the unlikely event that we cancel a programme of events we will work with you to attempt to find you a suitable replacement. If this is not possible, we will refund 100% of what you have paid Lupine. However, Lupine cannot be held responsible for any other loss that you may have incurred due to cancellation of your course. You are advised to take out activity insurance if you wish to be covered for this potential loss.

8 Cancellations outside of control of you or Lupine

In the event that your programme of activities is cancelled due to events such as natural disasters, extreme weather, disease outbreak or government directive there may be a cancellation fee to cover costs incurred by us which may be up to the full programme cost. However, we value the support of our clients and will seek to minimise the costs of cancellation to you, where possible. You are advised to take out activity insurance if you wish to be covered for this potential loss.

9 Refunds

Any refunds provided and accepted by you will be a full and final settlement of any claims arising whether under contract or the Package Travel and Linked Arrangement Regulations 2018 (or any subsequent legislation).

If you wish to dispute the refund being in full and final settlement, you must raise objection to us, in writing, within fourteen days of Lupine sending the refund. This must be done via email to finance@lupineadventure.co.uk. You must also repay the full amount of that refund to us within fourteen days of raising an objection.

For the avoidance of doubt, you will be deemed to have accepted the refund in full and final settlement if no objection is raised within fourteen days and repayment of the refund made.