

# Lupine Adventure Co-op Booking conditions: Individuals.

## 1 Terms and Definitions

**Lupine Adventure Co-operative Ltd:** Lupine.

**You / Your:** An adult individual booking on an activity or the parent or legal guardian of any participant under 18 years old.

**Participant:** The person attending the activity.

**Parent:** Parent or legal guardian of the participant.

## 2 Bookings and Payment

In order to secure a place on an activity you will have to complete a booking form and pay the activity fee. We prefer to receive payment by bank transfer and we will email you our bank details upon receipt of your booking form. Alternatively card payments can be arranged through PayPal.

## 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.

Participants under 18 years old will need to have a medical declaration form filled in by a parent or legal guardian and consent given for the activity.

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 the participant on the activity. There will be no monies refunded under these circumstances.

## **5 Transport to and from the event (including re-patriations)**

Lupine are not responsible for the participant's transport to or from the activity venue. If a participant is taken ill or excluded from an activity then it is your responsibility to arrange for the participant's own homeward journey. In the case of a participant under the age of 18 requiring re-patriation an appropriate level of supervision will have to be arranged.

## **6 Cancellations by an individual**

If you cancel your booking on an activity more than 6 weeks in advance of the event date there will be a cancellation fee to cover costs incurred of between £25 and £100.

Cancellations made less than 6 weeks in advance will incur a cancellation fee to cover costs incurred of between £25 and the full activity fee.

We value the support of our clients and will always seek to minimise the costs of cancellation to you.

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 this event we will work with you to attempt to find you a suitable replacement date. If this is not possible, we will refund the full activity fee. However, Lupine cannot be held responsible for any other loss that you may have incurred due to cancellation of the activity. You are advised to take out activity insurance if you wish to be covered for this potential loss.

We often have minimum numbers to satisfy on courses. Please do not book transport or accommodation until you have confirmed that Lupine have filled the required number of spaces and that the course is definitely going ahead.

## **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](mailto: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.