



TERMS AND CONDITIONS

DEFINITIONS IN THESE TERMS AND CONDITIONS

[1] The Company means The Mountain Training Trust, which manages Plas y Brenin on behalf of Sport England, and all of its divisions and subsidiary companies

[2] The customer means any person, firm, company or other legal entity which places an order or buys any products or services from the company and includes the employees, servants, agents or sub-contractors of any such person, firm company or other legal entity.

[3] Service means any course, accommodation or facility offered by the company.

[4] Contract means a contract between the company and the customer for the provision of products or services.

[5] Statutory Interest means statutory interest for the Late Payment of Commercial Debts (Interest) Act 1998.

[6] Terms and Conditions means these terms and conditions of provision.

APPLICABILITY OF TERMS AND CONDITIONS

[7] These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the customer or implied by custom or practice. Other terms and conditions are expressly rejected by the company.

BOOKING CONDITIONS

[8] The contract shall be formed when the company acknowledges acceptance of the customer's booking form and required payment.

[9] Participation in adventurous activities entails some risk of injury. All staff employed by the company are trained and appropriately qualified to run activity sessions and will at all

times proceed in a manner to limit the risk of injury. However, customers need to accept that accidents and injuries can happen.

[10] Any participant under the age of 18 years must have the permission of his/her parent/guardian with legal responsibility before being able to take part in any activity/course offered by the company. The parent/guardian with legal responsibility needs to be aware and accept the risks involved in adventure activities and satisfy themselves accordingly.

[11] The minimum age for course participation is 14 years with the exception of Summer Camps and Family courses.

[12] Participants 14-15 years must be accompanied by a parent/guardian with legal responsibility who must participate in the same course.

[13] Participants 16-17 years must have a parent/guardian with legal responsibility resident at the Centre with the participant, and in loco parentis outside of activity hours.

[14] Participants on Summer Camps must be aged between 12 and 17 years. A parent/guardian with legal responsibility must provide consent for the young person to participate. Mountain Training Trust will act in loco parentis in this instance.

[15] The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused.

[16] All bookings are on the basis that the customer will, at all times, observe the safety regulations set by the company.

[17] The contract is subject to availability of a course place/date and the acceptance by the customer of these terms and conditions.

[18] Neither the company website nor literature constitutes an offer and the company may correct any errors or omissions to its published prices at any time prior to the confirmation of the contract in accordance with this condition.

[19] All information is produced in good faith that it is accurate at the time of publishing.

[20] Any current price list replaces all previous price lists.

ALL FEES

[21] If payment is not made in accordance with these conditions, the Company reserves the right to charge statutory interest on the overdue/outstanding balance for the period from the date on which payment became due until the date on which payment is made including any period after the date of judgement or decree against the customer.

[22] In the event of any cheque from the customer being dishonoured a charge of £25, will be made to cover bank and administrative costs.

[23] Cheques should be made payable to The Mountain Training Trust and sent to: Plas y Brenin, Capel Curig, Conwy, LL24 0ET. Balance payments must be received 6 weeks prior to commencement of the course as no reminders will be sent.

[24] The credit/debit cards accepted are: Visa, Mastercard, Switch, Delta & Solo.

FEES – SCHEDULED AND PRIVATE COURSES

[25] All scheduled educational course fees are exempt from VAT.

[26] Places can only be reserved by the company receiving a completed booking form and a 25% non-refundable deposit (where applicable), or full course fee.

[27] For online bookings the whole course fee is required to reserve a place on a course.

[28] The whole course fee is required to reserve a place for any booking made within 6 weeks of the commencement of the course.

[29] A completed booking form plus an official purchase order issued by a recognised buying authority confirming acceptance of our terms and conditions upon which we will issue an invoice for the full amount of the course.

[30] The balance of the fee is payable 6 weeks prior to the commencement of the course. In the event that the balance is not paid the company will have the discretion to treat the booking as cancelled by the customer. The time for payment shall be the essence of the contract.

FEES- GROUP BOOKINGS & RESIDENTIAL GROUP BOOKINGS

[31] Group Bookings (educational) and Residential Group Bookings (educational) are exempt from VAT

[32] Provisional bookings must be confirmed by payment of a 25% non-refundable deposit within 14 days of the date of the provisional booking letter except when a purchase order from an approved buying authority is issued.

[33] Bookings confirmed by an approved purchase order will be invoiced for the total as per the provisional booking letter, 25% of the total will be a non-refundable deposit.

[34] The balance in the case of non-invoiced events or the total in the case of invoiced events will be due 6 weeks prior to the date of arrival. In the event that the balance is not

paid the company will have the discretion to treat the booking as cancelled by the customer. The time for payment shall be the essence of the contract.

[35] Should a booking be made within 6 weeks of the date of arrival the whole fee is required at the time of booking.

FEES – INSTRUCTOR ONLY AND CONSULTANCY SERVICES

[36] Instructor Only – Educational activities are exempt from VAT

[37] Consultancy Services – Standard Rated VAT will be added to all quoted rates.

[38] Provisional bookings can only be confirmed upon receipt of the quoted fee.

[39] In the case of an approved buying authority issuing a purchase order an invoice will be submitted. The company must receive payment in full 6 weeks prior to the provisional date.

AMENDMENTS BY THE CUSTOMER

[40] Substitution of the original customer for another can be made provided the substituting customer satisfies the requirement of the course. All substitutions must be made with the consent of the company with both the substituted and substituting customer being jointly and severally liable for the total course fee as well as an administrative cost of £25.00 per course/substitution.

[41] For courses taking place at our Centre in North Wales, a customer may apply, in writing, to change course or course dates as long as the original booking is more than 6 weeks from the date of the request. The new course must be one that appears on our website. An administrative charge of £25.00 is payable at the time of change. Any requests to change course or course dates within the 6-week period will be dealt with under the terms and conditions relating to cancellation by the customer.

[42] Changes to course or course dates are not available for courses taking place in Scotland or overseas.

[43] Group bookings and residential group bookings only: Variations in numbers must be agreed in writing and may incur additional charges. No variations will be accepted within 6 weeks of the booked date.

CANCELLATIONS

[44] Deposits (where applicable) are non-refundable. You are advised to take out your own travel insurance when you book. This may allow you to recover prior payments (usually less an excess) if you have to cancel and the circumstances of your cancellation are covered by the insurance contract.)

[45] Course sizes described on the website are target sizes and may be increased or decreased at the discretion of the Company. The Company gives no undertaking as to the minimum or maximum size of a course but do undertake to ensure that Leaders, Guides, Instructors and support staff are supplied in appropriate numbers to ensure the principle objectives of the course can be achieved. Similarly, Leaders, Guides, Instructors and support staff named in course descriptions, anywhere in the literature or on the website, may be changed at any time.

[46] The Company reserves the right to cancel any course which does not have sufficient people taking part to make it financially viable, or to cancel your participation alone if not to do so would result in a financial penalty. By the same token, the Company will endeavour to ensure that a course runs if at all possible. If your booking is likely to be cancelled under such circumstances, the Company undertakes to inform you as soon as possible; this may occur after the balance due date but will not occur less than 6 weeks before the course start date

[47] Anyone booked onto a course which is cancelled by the Company will be entitled to a full refund or entitled to transfer to another course and no transfer fee will be payable. Should you transfer to another course any difference in price will be invoiced or credited accordingly.

[48] Similar cancellation terms are adopted throughout the travel industry and cover the costs of advance payments made by the Company, and the effect of your booking having prevented others from taking your place. Cancellation charges may be covered, in part, by your travel insurance provided the reason for cancellation falls within the terms of the policy.

CANCELLATION BY THE CUSTOMER (SCHEDULED/PRIVATE COURSES)

[49] All cancellations must be in writing and sent either by post or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

[50] The customer will be charged on the following basis:

- Deposits are non-refundable.
- 25% of the total course fee where cancellation takes place less than 6 weeks but more than 4 weeks before the commencement of the course; or
- 75% of the total course fee where cancellation takes place less than 4 weeks but more than 2 weeks before the commencement of the course; or

- 100% of the total course fee where cancellation takes place within the period of 2 weeks before the commencement date of the course; or
- 100% of the total course fee where cancellation takes place on or after the commencement date of the course.

CANCELLATION BY THE CUSTOMER (GROUP BOOKINGS AND RESIDENTIAL GROUP BOOKINGS)

[51] All cancellations must be in writing and sent either by post or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

[52] The customer will be charged on the following basis:

- Deposits are non-refundable
- 25% of the total course fee where cancellation takes place less than 6 weeks but more than 4 weeks before the commencement of the course
- 75% of the total fee where cancellation takes place less than 4 weeks but more than 2 weeks before the booked date; or
- 100% of the total fee where cancellation takes place within the period of 2 weeks before the commencement date of the booked date; or
- 100% of the total fee where cancellation takes place on or after the booked date.

CANCELLATION BY THE CUSTOMER (INSTRUCTOR ONLY AND GUIDING)

[53] The customer will be charged on the following basis:

- Deposits are non refundable
- 25% of the total course fee where cancellation takes place less than 6 weeks but more than 4 weeks before the commencement of the course
- 75% of the total fee where cancellation takes place less than 4 weeks but more than 2 weeks before the booked date; or
- 100% of the total fee where cancellation takes place within the period of 2 weeks before the commencement date of the booked date; or
- 100% of the total fee where cancellation takes place on or after the booked date.

CANCELLATION BY THE COMPANY

[54] Whilst every attempt is made to ensure that courses/activities actually run, the company 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.

[55] The company shall notify the customer of cancellation not less than five days prior to the commencement of the course where numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum.

[56] Cancellation by the company does not affect a customer's right to a refund of travel costs that he/she may have incurred prior to the cancellation and since lost except in the circumstances set out in the clauses above.

[57] In the event of cancellation customers will be offered the choice of the following options:

- Full refund of the fee paid; or
- Another booking on a different date.

HEALTH

[58] Customers participating in courses/activities must expect to be involved in adventurous and sometimes strenuous activities. Although prior experience and/or training is not necessary on all the courses/activities customers are expected to be of good general health. The medical section on the booking form must be completed as part of the booking process. All prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration and the commencement of the course must be reported. The customer must satisfy him/herself that taking part in the course is within his/her own capabilities. The company reserves the right to refuse a booking on medical grounds if it is considered to be detrimental to the safety and smooth running of the course.

DIETARY REQUIREMENTS

[59] Any special dietary requirements must be made at the time of booking. The company cannot accept responsibility for not being able to deliver special dietary needs at short notice.

EQUIPMENT

[60] The Company may provide some equipment for a course (such as waterproofs, ropes, avalanche-transceivers, tents and camping equipment) and are responsible for the maintenance of such equipment. Where you deliberately or recklessly cause damage to any such equipment, whether during the trip or during any pre-trip training, you shall indemnify the Company and keep the Company indemnified from all losses arising from any such wilful or reckless damage so caused including legal costs of making a recovery against you.

SAFETY REGULATIONS

[61] Outdoor adventurous activities take place in varied natural environments where there are natural hazards and risks to manage. Every effort will be made by the Plas y Brenin staff to provide realistic training in a safe manner. Customers participating in courses are expected to comply with all safety guidance and instructions given by the Company and its staff.

UNRULY BEHAVIOUR

[62] Behaviour that disrupts the smooth running of an event may result in the disruptive customer(s) being excluded. Any damage caused to property or equipment as a result of unruly behaviour will be charged for.

PERSONAL PROPERTY

[63] Property belonging to the customer is at all times the responsibility of the customer unless any loss or damage is due to any negligence by the company or its representatives.

COMPLAINTS

[64] If the customer encounters any problem or difficulty the company will try and resolve them as soon as is possible. In the first instance report anything either to the instructor, the course director or the management at the centre. If your complaint is not resolved to your satisfaction please write to the Chief Executive at: – Plas y Brenin, Capel Curig, Conwy, LL24 0ET. Your concerns will be dealt with within 28 days of writing.

FORCE MAJEURE

[65] The company shall have no liability whatsoever in respect of any delay or failure in delivery of any of the courses or of any of the company's other obligations due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

LIABILITY

[66] The Company will not be liable where any failure in the performance of the Contract is due to: you; or a third party unconnected with the provision of the course and where the failure is unforeseeable or unavoidable; an event listed in clause 63 or any other unusual and unforeseeable circumstances beyond the Company's control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or its suppliers, even with all due care, could not foresee or forestall. The Company shall not be liable for any illness, injury or loss of life sustained on any course, except where such illness, injury or loss of life is caused by the negligence of the Company

or its employees, nor will the Company be liable for any uninsured loss of personal property.

[67] For all courses, you are advised to have insurance that covers you for all of the activities.

INTELLECTUAL PROPERTY

[68] Copyright and all other intellectual property rights in the products and services shown in the company's price lists, website and any literature shall remain at all time the property of the Company. The customer shall acquire no rights in the products and services except as expressly provided for in these terms and conditions.

PHOTOGRAPHS

[69] From time to time photographs taken on the Company's courses may appear in the Company's promotional material. If customers do not wish to be photographed please raise this with the course instructor at the time.

DATA PROTECTION

[70] The personal information requested by the Company at the time of booking plus any subsequent information is held in on paper and digitally. The information is required to assist the company, employees, agents and sub-contractors to deliver the course and in maintaining the company's high standards of delivery. By providing us with the information to process your booking you are agreeing that the information can be kept and accessed by authorised company personnel. Contact details will be used to advise you of future offers by post, email, SMS or phone ONLY if you have given us your permission to do so. If you have not given us your permission to keep you up to date with what is happening at Plas y Brenin we are unable to contact you for this purpose.

APPLICABLE LAW

[71] The contract will be governed by the laws of England any dispute will be dealt under the jurisdiction of the courts of England and Wales.

[72] The statutory rights of the customer are not affected by the above.

GENERAL

[73] Only the Company's Chief Executive Officer or a member of the Senior Management Team may promise a refund or offer compensation. The Company's Leaders, Course Directors, Guides, Instructors, Agents, Representatives or Employees are not entitled to promise a refund nor to offer compensation and the Company will not be bound by any such promise or offer.

[74] These booking conditions may only be waived or amended by the Company's Chief Executive Officer or a member of the Senior Management Team. Such waivers or amendments will only be made in special circumstances, and must be made in writing to be effective.

[75] When making your booking it is implied and accepted that you have read and understood all these booking conditions and agree to abide by them.

[76] The Company shall ensure that appropriate security measures are in place to protect your personal data (as defined in the Data Protection Act 1998 and to comply with the General Data Protection Regulation). When you make a booking, you consent to all the information you provide being passed on to the Company's suppliers, agents, subcontractors, employees or volunteers whether based inside or outside the European Economic Area for the purposes of our providing you with the course