



Terms and Conditions – Individual bookings

These Terms tell You information about Us and the legal terms and conditions on which We provide any Booked Course to You, whether You make a Booking by email, telephone, online, or in person at Our Office. Please note that these Terms only apply to bookings for a particular individual to participate in Our courses. Applicable terms for other activities offered by Us (including courses We allow to be booked for a group) can be obtained from Our Office.

These Terms will apply to any Contract between You and Us in respect of a Booked Course. Please read these Terms carefully and make sure that You understand them, before making a Booking. Please note that before making a Booking You will be asked to agree to these Terms. If You refuse to accept these Terms, You will not be able to make a Booking. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office.

We amend these Terms from time to time. Every time You wish to make a Booking. These Terms came into effect on 1st May 2022 and have not since been updated.

These Terms, and any Contract between us, are only in the English language. When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

A Information about Us

We are Mountainsandmoor Ltd (company registration number 13810922) and Our registered address is at Greenhill Farm, 21 Greenhill, Hathern, Leicestershire, LE12 5LF. We operate the website www.mountainsandmoor.co.uk

B Contacting Us

If You wish to contact Us, including because You have any complaints, You can contact Us by telephoning Us at 01298 212375 or by e-mailing us at matt@mountainsandmoor.co.uk Please see clause 12 for Our complaints procedure.

C Definitions

A summary of the meanings of all words with capital letters used in these Terms can be found in Appendix 1 - definitions

1. Making Your Booking

1.1. By making a Booking You confirm that:

- a. You are aged 18 years or over; and
- b. You are able to accept these Terms.

1.2. Many of Our Courses have a number of pre-requisites which are set out on Our website. You should ensure You meet the Course Pre-requisites prior to making a Booking. If You are unsure whether You meet any or all of the Course Pre-requisites, You should contact Mountainsandmoor to discuss it with an Authorised Person. In some circumstances We may allow a person to take part in a Course who does not meet any or all of the Course Pre-requisites, however, this must be confirmed by Us in advance in writing and is entirely at Our discretion.

1.3. If You are unable to participate on one or more of the Course Dates as a result of an insufficient level of fitness or because You do not meet the Course Pre-requisites, We are entitled to refuse Your participation on whole or the remaining part of the Booked Course. If You are unsure whether You are likely to meet the required level of fitness for a Course, You should contact Mountainsandmoor to discuss it with an Authorised Person.



2. How the Contract in respect of Your Booking is formed between You and Us

- 2.1 These Terms together with the Booking Confirmation and any Consent Form completed by You together with any terms contained in any other document which We expressly identify as being legally binding, shall constitute the contract between You and Us in respect of the Booked Course (Contract). These Terms and all other documents constituting the Contract set out the terms and conditions on which You have made the Booking and shall apply to the Booking and Your participation in the Booked Course.
- 2.2 We may update these Terms periodically. Every time You make a Booking with Us, the Terms in force at the time of Your order will apply to the Contract between You and Us.
- 2.3 Your Booking is an offer to Us. If We accept Your offer We will send You a Booking Confirmation. A legally binding agreement will only come into existence between You and Us when We issue the Booking Confirmation. From that point onwards, these Terms and the Contract will become binding on You. A copy of these Terms and any joining instructions will be attached to Your Booking Confirmation.
- 2.4 You must read these Terms carefully, and check that the details on the Booking Confirmation and in these Terms are complete and accurate. If You think that there is a mistake please contact Us within 7 days from the date of the Booking Confirmation to discuss. We will confirm any changes to the Contract in writing to avoid any confusion between You and Us and the Contract will then be deemed amended accordingly.
- 2.5 You are responsible for all Your liabilities and obligations set out in the Contract.
- 2.6 If any of these Terms conflict with any other document We send You, these Terms will take priority unless explicitly stated otherwise by Us.
- 2.7 Please note that, the relevant Consent Form forms part of the Contract relating to the Booking. You acknowledge that upon You signing a Consent Form it is incorporated into the Contract and is binding upon You.

3. Price and Payment

- 3.1 You will be charged the prices as set out on the relevant page of Our website or Quote in force at the time You make Your Booking. You should ensure You have checked Our current price list before You make a Booking. All prices for the Courses stated in brochures and in other promotional material are based upon Our price list in force at the time of issuing or uploading the same, and We cannot guarantee these will not have changed subsequently.
- 3.2 If Our costs associated with the Booked Course and/or Our operations or the cost of services increases We may increase the price payable by You for the Booking. If We do increase the price payable by You in accordance with this clause, You are entitled to cancel the Booking and You will receive a full refund provided You notify Us of Your intention to cancel within 7 days of Us issuing the revised Booking Confirmation.
- 3.3 You can make a payment by cheque, bank transfer, and any credit or debit card (with the exception of American Express). Payment by any credit or debit card will incur a 2.5% surcharge to reflect Our costs of processing the same.
- 3.4 You must pay for the Booked Course as follows:
 - a. at least 50% of the full cost of the Course at the time of Booking (Deposit); and
 - b. the Balance of the full cost of the Course by the time the Booked Course commences.
- 3.5 If You have not paid the Balance by the time the Booked Course commences, We reserve the right to treat it as a cancellation by You in accordance with clause 4.4 and remove You from and prevent Your participation on the Booked Course.
- 3.6 If, following requests for payment, We have not received an outstanding payment for the Booking, We reserve the right to pass the debt to a suitable debt recovery organisation who will arrange for the recovery of the debt. There will be a minimum additional charge of £30 added to each unpaid invoice to reflect Our administrative costs and in addition You will be responsible for any additional costs We incur (including in instructing a debt recovery agent and any court fees) together with

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statutory interest as imposed by any Court.

4. Changes or Cancellation by You

- 4.1 At any time prior to the Course Start Date, Our staff will try (within reason) to assist You if You need to Change:
- a. the Course Dates which You have booked to alternative dates which We offer; or
 - b. the Booked Course to an alternative Course.
- 4.2 Where We are able to accommodate Your Change, the following will apply:
- a. Changes may be made without an administration fee if You notify Us at least 28 days prior to the Course Start Date;
 - b. We are entitled to charge an administration fee of £10 if You notify Us of the Change less than 28 days prior to the Course Start Date to reflect Our costs of administering the Change;
 - c. if Your Change increases the cost of the Booked Course You will be invoiced for the additional amount which You must pay by the date stipulated on the revised Booking Invoice or the date We specify;
 - d. if Your Change results in a decrease in the cost of Your Booked Course You may be entitled to a refund of the difference, at Our discretion, only if You notified Us of the Change at least 14 days prior to the Course Start Date;
- 4.3 For avoidance of doubt, if You decide not to take part in a Booked Course on one or more of the Course Dates, for whatever reason, You will not be entitled to a refund.
- 4.4 If You need to cancel the Booked Course You must notify Us as early as possible. You will be liable to pay (or if You have already paid, We will be entitled to keep):
- a. a £15 administration charge or the Deposit, whichever is the smaller if You notify Us of cancellation more than 28 days prior to the Course Start Date;
 - b. the Deposit and the Balance if You notify Us of cancellation 28 days or less prior to the Course Start Date. If You have not paid the Balance by the date You give Us notice of Your cancellation You will be liable to pay the Balance immediately upon request.

5. Changes or Cancellation by Us

- 5.1 Whilst We try not to make any Changes We reserve the right to make minor Changes, or Changes required by law, to the facilities and the Booked Course (in whole or part) both before and after You receive the Booking Confirmation and for the duration of the Booked Course. For the avoidance of doubt, Changes may be made after the Course Start Date and after each and every Course Date. We will notify You in advance where possible.
- 5.2 In exceptional circumstances We may need to Change or cancel Your Booked Course in whole or part due to an Event Outside of Our Control;
- 5.3 If We have to make a significant Change or cancel all or part of Your Booked Course (including in respect of a particular Course Date) under clause 5.2 You are entitled to:
- a. receive a full refund in respect of Course Dates affected (or if applicable, the whole Course); or
 - b. if the Event Outside Our Control affects the entire Course, make an alternative Booking. If the alternative Booking is more expensive, We will ask You to pay the difference. If the alternative is less expensive, We will refund the difference; or
 - c. If the Event Outside Our Control affects only a particular Course Date or particular Course Dates, We may at Our discretion permit You to nominate an alternative running of the installment of the Course which would have been held on the Course Date provided there are spaces available.
- 5.4 We do not accept liability or pay compensation (except as set out in clause 5.3 above) for an Event Outside of Our Control.



6. Medical Conditions or Disabilities

- 6.1 You must inform Us in writing if You have a medical condition or disability which could reasonably affect Your involvement in a Booked Course and/or which will reasonably require special provision or adaptation, at the time You make the Booking and on Your Consent Form (or if it arises later, You must notify Us at the time You become aware of it). Where reasonably practical, We will make reasonable adjustments to enable You to participate in the Booked Course in full, or (where not reasonably practical for You to participate in full) to a lesser extent. In some circumstances it may not be reasonable or practical for adjustments to be made to the Booked Course to allow You to participate in the Booked Course in whole or part.
- 6.2 In the event that any medical condition or disability is not disclosed at the time of Booking in accordance with clause 6.1, but such a medical condition or disability comes to Our attention at any time after We send the Booking Confirmation to You (including if You subsequently submit a Consent Form or provide an update to a Consent Form which identifies such a condition or disability), We reserve the right to prevent or restrict You from participating in the Booked Course (in whole or part) and You will not be entitled to any refund.
- 6.3 You must declare all medical conditions and disabilities on Your Consent Form.
- 6.4 Our staff will not be able to administer any medication unless in an emergency or if We have received written consent from You.
- 6.5 In particular, please note:
- if You suffer from asthma You must keep Your inhalers with You at all times during the Booked Course;
 - Participants who may require medication in an emergency such as, but not limited to, auto-injectors, insulin, aspirin, GTN, must carry it with them at all times unless specifically stated otherwise in writing;

7 Data Protection

- 7.1 We will use the personal information You give to Us:
- to provide the Booked Course;
 - to process Your payment for the Booked Course;
 - to inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us; and
 - as otherwise set out in Our privacy policy which is updated from time to time, a copy of which is available on Our website.
- 7.2 The Consent Forms will be securely stored and destroyed when no longer required in line with the Data Protection Act 1998.

8 Rules and Behaviour

- 8.1 Whilst We want all of Our attendees to enjoy their Booked Course, You are responsible for Your own actions and the effect that these may have on others. You must abide by the Rules and take reasonable care of our facilities and equipment for the duration of the Booked Course (or any part thereof).
- 8.2 Rules include:
- You must listen to and follow the instructions of each Instructor and Our staff.
 - We reserve the right to recover the cost of repair or replacement value (whichever is the lesser) from You if Our property is damaged by You.
 - We do not accept responsibility for any personal property, which includes (but is not limited to), electronic devices, vehicles, money, clothing, jewellery and watches. Personal property remains Your responsibility at all times.
 - We have a non-smoking policy in any building, tent, activity or other area at each Site. Adults may smoke only in any designated smoking area We may designate and they

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must be out of view of Our other non-smoking customers.

e. Consumption of alcohol on booked Courses is only allowed with Our consent and in places We specify and in any event, persons who have consumed alcohol will not be permitted to take part in the Booked Course (or any part thereof). Illegal substances are not permitted on the Booked Courses. Persons who have consumed illegal substances will not be permitted to take part in the Booked Course (or any part thereof).

8.3 The Rules may be updated by Us from time to time. We will inform You of any significant changes to the Rules which You must comply with prior to the Course Start Date (or prior to any subsequent instalment of the Booked Course).

8.4 If We think (in Our absolute discretion) You are:

- a. causing danger or distress to other customers, Our staff, or anyone else;
- b. wilfully causing damage to Our property;
- c. failing to comply in full with any instruction given by an Instructor or a member of Our staff;
- d. not complying with the Rules; or
- e. under the influence of alcohol or any other drug (whether illegal or legal),

You may be prevented by Us from participating (or participating further) in the Booked Course (in whole or part) and may be required by Us to leave the Booked Course immediately. In such circumstances We will not be liable for reimbursing the cost of Your Booked Course (in whole or part) or contributing to any expenses You may incur in making alternative arrangements.

9 Accidents and Our Liability

9.1 You acknowledge and accept that adventurous activities and courses by nature carry an element of risk of injury or death. You acknowledge and accept that risk when taking part in a Booked Course.

9.2 If We fail to comply with Our obligations under these Terms then We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into the Contract.

9.3 For the avoidance of doubt, We accept responsibility should You suffer death, or personal injury to the extent that it is caused by Our negligence or the negligence of Our employees, agents, suppliers or sub-contractors (provided they are working as specifically instructed by Us).

9.4 We do not accept liability for death, or personal injury to the extent that it was due to:

- a. Your act(s) and/or omission(s);
- b. any failure by You to follow the Rules or to comply with any provision of the Contract (including, but not limited to, clause 7 of these Terms);
- c. any failure by You to follow the instructions of an Instructor or Our staff; or
- d. any failure by You to inform Us of a pre-existing medical condition.

9.5 Should an accident occur an incident report form will be completed and will need signing by the person affected. If necessary, the incident will be investigated further in order to assist in preventing any further incidents.

9.6 For avoidance of doubt, We do not provide insurance for personal accident, loss or damage to personal property or for cancellation. You are required to provide Your own insurance for these events.

9.7 Vehicles brought to the Site remain the responsibility of the vehicle owner and/or driver at all times. We do not accept liability for any damage caused to vehicles whilst at the Site except where damage was caused as a result of Our negligence or the negligence of Our employees, agents, suppliers or sub-contractors (provided they are working as specifically instructed by Us).

10 Lost Property

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10.1. Valuables, medication and small items will be kept for a no more than 4 weeks. If not claimed they will be disposed of.

10.2. For avoidance of doubt We do not accept any responsibility for any personal item (including valuables) left at Booked Courses.

11 Other important terms

11.1 We may transfer Our rights and obligations under the Contract to another organisation, and We will always notify You in writing if this happens. We will only transfer Our rights and obligations under the Contract in circumstances where Your rights under the Contract are not prejudiced. In any other circumstances, We will obtain Your consent prior to such assignment.

11.2 This Contract is between You and Us. No other person shall have any rights to enforce its terms.

11.3 Each clause of the Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.4 If We fail to insist that You perform any of Your obligations under the Contract, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any other default by You.

11.5 These Terms are governed by English law. This means that the Contract between You and Us and any dispute or claim arising out of or in connection with it will be governed by English law. You and We both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

12 Feedback

We ask all Attendees to complete a feedback form about their Booked Course. This can be completed anonymously. If there is any reason to complain about Your Booked Course please inform Our office, who will endeavour to help You. You can also submit a complaint in writing or send it to Us, marked "FAO Management" as soon as reasonably practicable after Your Booked Course. Failure to follow this procedure may prevent a full investigation of the points that You raise. We therefore reserve the right to refuse to accept liability for any complaint or claim that is not reported in accordance with this procedure unless the complaint or claim involved death, personal injury or serious illness requiring hospital treatment.

Appendix 1 - Definitions

When the following words with capital letters are used in our Terms and Conditions, they will mean as follows:

1. **Authorised Person** means a member of Our staff who is authorised to take Bookings;
2. **Balance** means the difference between any amounts received in respect of a Booking and the total cost of that Booking;
3. **Booked Course** means the Course or Courses You have booked;
4. **Booking** means Your booking to take part in a Booked Activity, or Course;
5. **Booking Confirmation** means a notice from Us (or, for online orders, issued on Our behalf by Our Payment Processor) by post or email (at Our choice) which confirms Your Booking;
6. **Booking Invoice** means either the separate invoice which We send You You with the Booking Confirmation, or the section of the Booking Confirmation, which sets out the payment due to Us by You;
7. **Change** means a change to Your Booking, Booked Activity, or Booked Course;
8. **Consent Form** means an Individual Consent Form;

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9. **Contract** means in respect of a Booking, the provisions set out in the applicable Terms and Conditions, together with any Booking Confirmation and any Consent Form(s) or Registration Form(s) completed by You (and/or any other Participant) together with any terms contained in any other document which We expressly identify as being legally binding, which shall constitute the contract between You and Us in relation to the Booked Activity;
10. **Courses** means the courses We provide as listed on Our website from time to time, for the avoidance of doubt excluding any Courses provided to a group;
11. **Course Dates** means the days on which the Booked Course takes place;
12. **Course Pre-requisites** means the requirements that must be met by a Participant prior to taking part in a Course as detailed on the training and courses pages of Our website;
13. **Course Start Date** means the first day of the Booked Course;
14. **Deposit** means the minimum amount we decide is required to secure a Booking;
15. **Event Outside of Our Control** means circumstances beyond Our reasonable control including, without limitation, changes in law, adverse weather conditions or other unsafe conditions, fire, explosion, storm, flood, natural disaster and/or any other conditions beyond Our reasonable control which We in Our absolute discretion decide make it unsafe or impractical for one or more of the activities to take place;
16. **Group** means You and the members of Your party who have been identified by You in the Booking and confirmed by Us in the Booking Confirmation (which may include a Family).
17. **Group Consent Form** means Our Consent Form which can be used, if We agree, to cover groups such as school parties, families, or youth groups;
18. **Group Leader** means You or the person designated and notified to Us on or before the Activity Day or Course Start Date as the person responsible for the Group. A Group Leader must be aged 18 or over;
19. **Individual Consent Form** means Our consent form which must be completed by each Participant (or by a parent or legal guardian in respect of Young Persons) unless that Participant is covered by a Family Consent Form;
20. **Instructor** means a member of Our staff who is authorised by Us to lead, instruct and coach You (and if applicable, Your Family) during any Booked Activity, Course or Sessions (or any part of them);
21. **Organisation** means a registered company, school, youth group or government body;
22. **Participant** means You, and/or any other person covered by a Booking (including any person in Your Family participating in a Booked Activity or if You make a Booking in respect of a Young Person, that Young Person);
23. **Pre-requisites** means the requirements all Participants must meet before starting an Activity or Booking;
24. **Short Notice Booking** means a booking made less than 7 days in advance;
25. **Site** means the location or locations where your Booked Activity or Booked Course (or any part of it), take place;
26. **Rules** means the rules set out in the relevant section of the Terms and Conditions along with the rules which may be displayed on posters at and around the Site and any rules which are provided to You prior to a Booked Activity or Booked Course commencing;
27. **Terms** means the terms and conditions as applicable to your booking;
28. **Young Person/Young People** means a person or people who is/are under the age of 18 years; and
29. **You/Your** means the person contractually responsible under these Terms (whether in respect of the registration of Members, or the making of a Booking, as applicable);
30. **We/Our/Us** means Mountainsandmoor Ltd (company registration number 13810922) and Our registered address is at Greenhill Farm, 21 Greenhill, Hathern, Leicestershire, LE12 5LF. We operate the website www.mountainsandmoor.co.uk