

1.13 Terms and Conditions

Definitions

Climb Cornwall/we/us/our refers to any instructor/employee/volunteer acting on behalf Climb Cornwall.

Client/you/your/they/their refers to the individual/individuals/organisation/company making and paying for the booking, or participating in any activity delivered by Climb Cornwall.

Safety

The BMC recognises that climbing 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.

Climb Cornwall will take every care to ensure the safety and wellbeing of participants, however climbing and mountaineering are activities that require your acceptance of risk and responsibility for the consequences of your own actions. By presenting at an activity you declare that you accept these risks; that you are free from injury; and you are fit to participate in the activities booked. If you feel you cannot make this declaration, please make Climb Cornwall aware before the beginning of your activity.

Climb Cornwall reserves the right to end or change an activity if we judge that you are, or that you become, unfit to participate, or we judge that you are unable to make this declaration.

Climb Cornwall reserves the right to remove any client from an activity if their actions are deemed to endanger the safety of themselves or others. Any client who acts in contravention of the decisions or direction of Climb Cornwall instructors, or who undertakes independent activities during a course will forfeit all professional protection and duty of care from Climb Cornwall. No refund will be available.

Consent

Climb Cornwall requires that all clients give specific, informed consent to participate in Activities with us by means of a consent and declaration form.

We require clients to declare any disabilities, medical advice, medical conditions, medical treatments including medications prior to the start of an activity. This information is collected in order to ensure the safety and promote participation for clients. All declared information is treated as confidential and will not be passed to any third parties with the exception of emergency services or if required as evidence in defence of a claim brought against us.

Clients under the age of 18, or those incapable of giving informed consent themselves, must have the informed consent of a legal guardian or parent.

Consent and medical information is retained by Climb Cornwall for 7 years from the completion of an activity, or 7 years from the 18th birthday of a participant who is under 18 years of age at the time of the activity.

Under 18's must be accompanied at all times by their parent or legal guardian. Climb Cornwall reserves the right to end an activity for some or all clients if we know/suspect this not to be the case - no refund will be available if an under 18 is not accompanied.

Bookings and Payment

Bookings will be confirmed on receipt of a completed booking form and a £50 non-refundable deposit/full course payment (whichever is less). Full payment must be with Climb Cornwall 14 days prior to activity unless otherwise arranged.

Cancellations

Climb Cornwall reserves the right to alter or cancel any course without notice based on conditions or safety considerations. We will endeavour to offer an alternative activity or date where possible, but charges may apply.

In the unlikely event of a course being cancelled by Climb Cornwall other than on safety grounds you will receive a full refund of any payment made directly to us. We are not liable for any other losses incurred.

In the event of cancellation made by you within 30 days prior to the course start date the full amount will be due.

In the event of cancellation made by you more than 30 days prior to the course start date, only the non-refundable deposit is due and any additional payments made directly to us will be refunded.

Equipment

Climb Cornwall will provide a kit list in advance of any activity, and may be able to provide certain items if requested in advance.

Climb Cornwall reserves the right to end or change an activity for some or all clients if people have not brought the appropriate equipment.

All equipment provided on courses remains the property of Climb Cornwall. Charges for equipment loss or damage may apply.

Venues and facilities

Climb Cornwall does not own the venues or facilities that we operate in, and is not liable for any losses, costs or damage incurred as a result any venue or facility choice.

We are not in control of the terms of use, terms of operator's license or current legislation regarding the access or use of venues and facilities - where unforeseen changes impact on activity provision, we will endeavour to offer an alternative activity or date where possible, but charges may apply.

Transport, accommodation and food

Food, accommodation and travel are not provided by Climb Cornwall.

Transport, travel, tickets, fines, accommodation, food and entry costs are never included, and we are not liable for any costs incurred by the participant as a result of taking part in our activities.