

Chasing Peaks Terms and Conditions

v 2.0 - Apr 2018

Throughout this document any reference to “we”, “us”, “our”, “the company” or “Chasing Peaks” shall refer to Chasing Peaks Ltd, Registered Company in England and Wales, No 11118975. Any reference to “you”, “the customer” or “the client” shall refer to the individual dealing with Chasing Peaks in relation to a booking, quote, request or payment. Where reference is made to a “participant”, “participants” or the “group” this includes any individual or groups of individuals placed under our care for the duration of any activity which may or may not include the customer. In practice a “group” of “participants” will typically be assigned a designated instructor who will take responsibility for their activity.

Our registered office and correspondence address is:

Chasing Peaks Ltd
Flat 3, Trematon
The Thicket
Southsea, PO5 2AA
UK

1. FEES

- 1.1. We are not registered for VAT and therefore do not declare this in our fees.
- 1.2. We accept payments via: -
 - 1.2.1. BACS transfer.
 - 1.2.2. Online card payment via our secure portal.
 - 1.2.3. Other payment options may be available at a 5% surcharge.
- 1.3. All course places must be reserved via receipt of a completed booking form which includes participant registration forms and full payment or a non-refundable deposit of 10% or £15, whichever is greater.
 - 1.3.1. Where the course fee is £15 or less the deposit is the value of the course fee with the outstanding balance set to £0
- 1.4. The full balance of the fee is payable -
 - 1.4.1. 14 days in advance for custom or bespoke bookings.

- 1.4.2. 28 days in advance for open courses.
- 1.5. The whole activity fee is required to secure bookings made within time periods less than those given in 1.4.
- 1.6. Non-receipt of the full balance within the time periods given in 1.4 will be treated as a cancellation by the customer and the place may be resold or the day cleared for other bookings.
- 1.7. Fees payable to third parties by Chasing Peaks for the temporary provision of facilities or equipment to enable the running of an activity or course are considered separate for the purpose of calculating the deposit amount.
 - 1.7.1. Any such fees are payable in accordance with the timescales listed in 1.4 unless otherwise agreed in writing at the time of booking.
- 1.8. Fees in respect of provision of services that are not a led, participant based activity are subject to individual agreement
 - 1.8.1. The deposit schedule as outlined in 1.3 will be applied in all but most circumstances.
 - 1.8.2. Full payment will usually be sought after fulfillment of the service.
2. CANCELLATION BY CLIENT
 - 2.1. All cancellations must be made in writing.
 - 2.2. We will acknowledge receipt of any cancellation letter or email in writing.
 - 2.2.1. In the case of letters, should we be unable to establish the exact date of receipt we will add 5 working days from the postal stamp date.
 - 2.3. For open courses we will endeavour to resell the cancelled space.
 - 2.3.1. If successful we will refund the customer any fees paid less deposit.
 - 2.3.2. If unsuccessful the following fees apply:
 - 2.3.2.1. Full refund less deposit if cancellation occurs more than 28 days prior to the commencement of the activity.
 - 2.3.2.2. 75% if cancellation occurs 14-28 days prior to the commencement of the activity.
 - 2.3.2.3. 100% if cancellation occurs up to 14 days prior to the commencement of the activity.
 - 2.4. For all bespoke bookings, services and private courses the following charges apply:

- 2.4.1. Full refund less deposit where cancellation occurs more than 28 days prior to the commencement of the activity.
 - 2.4.2. 75% of the course fee where cancellation occurs 14-28 days prior to the commencement of the activity.
 - 2.4.3. 100% of the course fee where cancellation occurs up to 14 days prior to the commencement of the activity.
 - 2.5. Chasing Peaks shall not be liable for repayment of fees as set out in clause 1.7 where payment has already been made to the 3rd party and their cancellation policy does not allow for recovery of the fees.
 - 2.6. We will use our discretion where client cancellation occurs due to extenuating circumstances such as personal injury, family bereavement or similar. While we appreciate the sensitivity of these reasons, please understand that we may require proof before waiving clauses 2.3, 2.4 or 2.5.
3. CHANGE OR CANCELLATION BY CHASING PEAKS.
 - 3.1. Whilst every attempt is made to ensure that activities run as planned, Chasing Peaks will notify the client of cancellation as soon as practical, where we believe on reasonable grounds, that cancellation is necessary due to dangerous and/or unsuitable conditions for the course/activity/service.
 - 3.1.1. Where possible we will suggest a suitable alternative venue/activity for the booked time when communicating this.
 - 3.1.2. "Reasonable grounds" are usually related to the safety and wellbeing of our clients and staff.
 - 3.1.3. Clauses 2.5 and 3.3 apply.
 - 3.2. We shall notify the client of cancellation not less than seven days prior to the commencement of the course/activity where participant numbers fail to reach a workable minimum as a result of client cancellation(s).
 - 3.3. In the event of full cancellation by us for the booked date, you will be offered the choice of: -
 - 3.3.1. Full refund of the course/activity fee and deposit already paid.
 - 3.3.2. Another course/activity on different dates.
 - 3.4. Course/activity participants are advised to seek out cancellation insurance.
4. SAFETY & PARTICIPATION STATEMENT

- 4.1. We are currently not licensed under the Adventure Activities Licensing Service (AALS) scheme due to not operating within the realms of licensable activities and/or conditions. AALS licensing is a statutory requirement for certain types of outdoor activities offered to young people under the age of 18 where these are not accompanied at all times by their legal guardians unless the activity is exempt.
- 4.2. All our staff are background checked (DBS) and vetted by us.
- 4.3. All instructors are fully qualified for the activities conducted, operating within the remit of their awards, our operating procedures and our insurance or their own policy.
- 4.4. Our operating procedures and risk assessments are available to participants, for viewing on the day, if requested at least two working days prior to the activity commencing.
- 4.5. All adventure activities are potentially hazardous with a danger of personal injury. By booking a course/activity you are aware of and accept these risks and will be responsible for your own and your group's actions and involvement.
 - 4.5.1. ***The British Mountaineering Council (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.***
 - 4.5.2. To enable Chasing Peaks to manage these risks you agree to acknowledge the need for responsible behaviour and that the instructor's word is final on all matters of safety.
- 4.6. In the highly unlikely event of an instructor ending an activity early or asking individual participants to leave on safety grounds, Chasing Peaks shall not be liable for any compensation to any participants for time lost on the activity.
- 4.7. You confirm that you are familiar with the nature of the activities that you wish to undertake and acknowledge those risks that are inherent therein and that you may freely withdraw from the activity and there is no pressure whatsoever to take part.
- 4.8. You will be responsible for returning a completed participant form for each participant when making your booking.

4.9. Minors under the age of 18 are required to be accompanied on all activities by a legal guardian: -

4.9.1. Except for specifically excluded activities as detailed in the activity description or quote.

4.9.2. Who will be attending the same activity as a paid participant on the day.

4.9.3. Who will sign and return the completed participation form on behalf of the minor.

4.9.4. Who will be taking responsibility, typically for a maximum of 2 young people under their legal care.

5. INSURANCE & LOSS

5.1. Our courses/activities do not include any personal accident, cancellation, or personal injury insurance. We recommend that you take out your own policy with a sports and leisure insurer. In some cases membership of the BMC or other relevant bodies may provide the most cost effective insurance solution for you as all members receive personal accident insurance as a standard.

5.2. Chasing Peaks will accept no responsibility whatsoever in respect of loss or damage to personal property as well as injury or death caused by anything other than proven negligence by us or our instructors.

5.3. Where we issue equipment to participants for the duration of an activity or course we will reserve the right to charge a reasonable deposit as we see fit and seek reasonable compensation for any damaged or lost item(s) where the damage or loss has resulted from improper use despite proper instruction, negligence, vandalism or carelessness by the participant.

6. ASSESSMENTS AND APPEALS

6.1. Where a course includes an element of skill assessment, our instructor carrying out the assessment will provide a result to each candidate in line with the assessment procedure of the relevant awarding body on conclusion of the course

6.2. Where courses are directed remotely, that is the final assessment decision is not with the instructor or assessor on the day, they will provide a preliminary result recommendation with full information on the internal validation process on conclusion of the course

- 6.2.1. Validation verifies any evidence against the award criteria and merely ensures due assessment process was followed. In most cases the preliminary result recommendation will be upheld
- 6.3. All assessment decisions will be communicated to the candidates individually within one week of the assessment taking place
 - 6.3.1. An estimated decision timeframe will be provided along with a reason, where a delay is expected due to moderation, verification, discrepancies or other influences on the process
 - 6.3.2. Where a candidate is unsuccessful in their assessment the reason will be communicated clearly along with a recommended action plan and points for improvement
 - 6.3.3. We may offer one re-assessment after deferral free of charge. This is entirely at our discretion and will be communicated to candidates with any relevant decision. We reserve the right to pool multiple re-assessments into one bigger group.
- 6.4. Assessment evidence will be archived and retained for a maximum of two years following an assessment
 - 6.4.1. Where a decision is a clear pass against the assessment criteria, the evidence held may be limited to a statement of competence against the criteria at the time of the assessment
 - 6.4.2. Candidates may ask to receive their assessment evidence in line with our Privacy Policy on obtaining information held on them within the stated time frame
 - 6.4.3. Where the awarding body does not provide a maximum time frame for deferral assessments, we limit this internally to two years from deferral.
- 6.5. Candidates who wish to appeal an assessment decision may do so in writing to Chasing Peaks up to one month after the decision was communicated to them in writing
 - 6.5.1. Initially all appeals will be verified internally against the evidence collected on the assessment
 - 6.5.2. Should the decision be upheld by us we will communicate any relevant appeals procedures for the awarding body to the candidate and make available any evidence as required by the awarding body

- 6.5.3. Where an awarding body allows for a longer time for appeal, appeals will be considered after the one month period, so long as the candidate follows the procedure as set out by the awarding body

7. FORCE MAJEURE

- 7.1. Neither party to this agreement shall be liable for failing to perform or delay of performance, if delay is caused by circumstances or events outside their reasonable control, which shall include but not be limited to industrial action, “acts of God”, terrorism, civil commotion, refusals to grant licences or permissions, major transportation disruptions, acute medical emergencies, [etc].
- 7.2. All of our instructors operate in the spirit of the outdoor community and will assist other individuals, groups, services or authorities, where not doing so is likely to result in a new incident or escalate an existing one.
 - 7.2.1. The instructor will make this decision with consideration to the safety of themselves, their group and any bystanders on a case by case basis.
 - 7.2.2. Involvement of our instructors and the group in such an incident will be considered an acute medical emergency as per 6.1 regardless of the actual medical nature of the incident.

8. RETURNS

- 8.1. All mapping products provided by us are custom created digital products and therefore not returnable or refundable
- 8.2. Service contracts are non-amendable once costs and timescales have been agreed. Any changes after this will incur appropriate fees to cover additional costs on top of the already agreed price as well as an administration charge of minimum 5% of the original contract value.

9. NOTICES

- 9.1. Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Flat 3, Trematon, The Thicket, Southsea, PO5 2AA and all notices from us to you will be displayed on our website.

10. CHANGES TO LEGAL NOTICES

- 10.1. We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

10.2. Any proposed amendments will be available 30 days prior to coming into force with the exception of clauses which: -

10.2.1. replace those no longer enforceable.

10.2.2. result from a legal requirement for inclusion or clarification.

10.2.3. minor changes not resulting in a change of meaning (e.g. spelling).

11. LAW, JURISDICTION AND LANGUAGE

11.1. This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

12. INVALIDITY

12.1. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

13. PRIVACY

13.1. You acknowledge and agree to be bound by the terms of our privacy policy.

14. THIRD PARTY RIGHTS

14.1. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.