

HUNTER MOUNTAINEERING



Terms and Conditions



1. Booking and Payment

- Bookings can only be confirmed when
 - Availability is confirmed by Hunter Mountaineering.
 - A Booking Form per person is received.
 - Payment has been received – If the booking is for 1 or 2 days then full payment is required. If the booking is for over 2 days, then either full payment or 50% payment is accepted.
- If a booking is made within 1 calendar month of the intended activity date then the full booking fee must be paid.
- The balance of the booking fee must be paid 1 calendar month before the booked date. If the balance is not received then Hunter Mountaineering is under no obligation to hold the booking.

2. Cancellations by the Client

- All cancellations must be in writing (email, letter, text or messenger etc). Receipt of this notification must be confirmed by Hunter Mountaineering.
- Cancelling a booking over 3 calendar months prior to the start date – Clients will receive a full refund less a £150 administration charge, or the fee of the booking, whichever is the smaller.
- Cancelling a booking over 2 calendar month prior to the start date – Clients will receive 50% of the booking fee as refund - unless this is £150 or less than £150, in which case, no refund will be made. If the client has only paid 50% of the course fee at this point, then no refund is due.
- Cancelling a booking in 2 calendar months or less than 2 calendar months – Clients will receive no refund.

3. Cancellations by Hunter Mountaineering

- Whilst every attempt is made to ensure that the booked activity actually runs, Hunter Mountaineering will notify the client of cancellation as soon as practicable where we believe on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the activity. Clients will be given a choice of – 1. Full refund of booking fee, or 2. Another booking on alternative date, or 3. An alternate activity for the booked date. Cancellation due to poor conditions (for example - poor Winter Conditions) is at the discretion of Hunter Mountaineering. If the initial booking objective is not possible for any reason, an alternative activity will be offered - e.g. General Summer Mountaineering, General Winter Mountaineering, Indoor climbing, Indoor ice climbing, dry tooling, rock climbing, walking etc.
- **On the day** - Hunter Mountaineering reserves the right to cancel/exclude clients from a course if he/she does not adhere to decisions or instructions made by the leader/instructor. This could jeopardise their own safety and others safety. Any client acting in such a manner who is cancelled/excluded from a course, will forfeit all professional protection and duty of care from the instructor. No refund will be given.
- **On the day** - Hunter Mountaineering reserves the right to cancel/exclude clients from a course if he/she might endanger the safety or success of the rest of the course. Reasons for this may be – ill health (including intoxication, or use of other drugs), lack of fitness or dangerous habits/technique.
- **On the day** - Hunter Mountaineering reserves the right to cancel/exclude clients from a course if he/she does not have correct items of clothing or equipment, as described on the equipment list - For example a lack of winter boots, crampons, axe, summer boots, waterproof jacket + trousers etc.
- Specific notes for clients booking onto Ben Nevis 'Join a Group' walks:
 - **Ben Nevis Walk in Summer - Join a Group** and **Ben Nevis Walk in Winter - Join a Group**:
The Key Information specifies the minimum number of booked people, for the day to run : 'The day

Max Hunter, Hunter Mountaineering,

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will run with a minimum of 2 people booking'. Clients will be notified at least 4 days prior to the booked walk date if any course is to be cancelled due to lack of bookings. Clients will be given a choice from the following 3 options :

- 1. Pay a supplemental fee of £60 (summer walk) or £75 (winter walk). This supplement means the walk will go ahead with just that 1 client booked. If another client then books for the walk in the remaining days before the walk date - then the initial client who paid the supplement will have the supplement refunded.
- 2. Full refund of paid fee.
- 3. Another booking on an alternative date.

4. Health

- **Every individual must declare 'YES', to the statement - "I declare that I am fit enough for this activity"**
- Hunter Mountaineering must be made aware of any medical conditions or injury. This may be in addition to the information on the Booking Form if a condition or injury arises after the form is submitted. This information may also include information regarding side effects of medication being taken.

5. Age

- The minimum age for a Client is 18, at the time of the course, unless supervised for the duration of the booked activity by a parent/guardian.

6. Course costs do not include

- Accommodation
- Food or drinks
- Uplift passes at ski resorts
- Travel outside of the West Highlands – unless the instructor decides to travel outside of the West Highlands
- Rental of boots, axes, crampons
- Insurance
- Entry into any climbing wall or indoor ice climbing wall
- Petrol / expenses if client cars / vehicles are used

7. Equipment

- It is encouraged for you to use as much of your own equipment as possible – to become familiar with activity related products. However, Hunter Mountaineering reserves the right to refuse the use of certain equipment if it is felt to be inappropriate or unsafe (for example – too old or unfit for purpose). Clients are responsible for all equipment issued to them or hired by them, and any loss or damage will be subject to replacement charge.

8. Photos

- Photos taken during a course by the leader/instructor can be used for blogs/websites or future advertisements.

9. Weather, Tides and Winter Conditions

- The weather, the tide timetable (for tidal cliffs) and the snow conditions (for winter courses) will be the determining factors in the choice of venue for each day of activity.
- Poor Winter Conditions (e.g. lack of snow, stormy conditions, high avalanche risk, strong winds etc) alone will not justify a cancellation or refund by Hunter Mountaineering.

10. Insurance

- Hunter Mountaineering courses do not include insurance for personal accident, cancellation, third party liability or personal injury. Personal accident insurance is covered with BMC or MCoS membership.
- Cancellation insurance cover is recommended to all clients.
- Hunter Mountaineering is not under any liability whatsoever in respect of loss or damage to personal property, not caused by the negligence or default of Hunter Mountaineering and its employees.
- It is recommended that every client takes out their own insurance policy to cover the needs of the course.

11. Risk

- Every client must understand that adventurous activities, particularly those relating to mountain activities have an element of risk that, although every effort will be made to assure your safety, cannot be totally eliminated. All clients need, therefore, to be aware of and accept that risk, adjusting their behaviour accordingly.
- Whilst we ensure a high professional standard of instruction, care and safety, the aforementioned element of risk means that accidents and injury may occur.
- BMC PARTICIPATION STATEMENT – The BMC recognises that climbing, hill walking 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 and involvement.



Privacy Notice



This Privacy Notice applies to Hunter Mountaineering (HM) and ensures that the business complies with the General Data Protection Regulation (GDPR)

1. Opting out of getting emails from Hunter Mountaineering

If you wish to opt out of getting emails from me again, please email me back (max@maxhunter.co.uk) saying "I opt out of receiving emails from you - thank you", and I will stop sending you emails.

2. Method of communication

When considering the security of sending your personal data (e.g. Booking Form) to HM it is important to remember that different methods of communication have different levels of security. Emails are not 100% secure, because passwords can be broken - emails are NOT end-to-end encrypted. If you would like a more secure method of sending your personal information (e.g. the Booking Form), then WhatsApp or Facebook Messenger are available - these are both end-to-end encrypted - therefore they are the most secure way to send your personal data. HM will send you the blank Booking Form by email, and you are welcome to send it back to HM by 1. Email, 2. Post, 3. WhatsApp or 4. Facebook Messenger.

3. Storage of Medical information

The medical information is only held on the completed booking forms. The completed booking forms will initially come into HM via email, post, WhatsApp or Facebook Messenger. The form will then be printed out onto paper. If the booking form came in by email, then this email will then be deleted - so that only the paper version now exists. The paper copy will be stored in a locked box in the office at HM.

Clients booking forms (which contain the medical information) will be carried by Max Hunter during the booked activity, or any freelance instructor booked by HM. The medical information can then be referenced during a medical emergency. Under GDPR this information is classed as being of 'vital interest'. After the activity the paper booking forms will be processed (shredded) in the HM office, or by the freelance instructor.

4. Data sharing agreement

All freelance instructors booked to work for HM will agree to, and sign the HM Data Sharing Agreement, before the work. This is so that in the case of an accident, the medical information can be referenced by Max Hunter, the freelance instructor or a doctor (or medical professional). This information is of 'vital interest' during the day of activity. After the activity the paper booking form will be processed (shredded), as per the data sharing agreement, in the HM office, or by the freelance instructor.

NOTE

The General Data Protection Regulation (GDPR) was approved by the EU Parliament in April 2016. On the 25th May 2018 the European Data protection rules changed and the European GDPR came into force.

The GDPR applies to all companies processing and holding the personal data of 'data subjects' residing in the European Union.

Personal data is any information related to a natural person or 'data subject', that can be used to directly or indirectly identify the person. It can be anything from a name, a photo, an email address, bank details, posts on social networking websites, medical information, or a computer IP address.