



TERMS AND CONDITIONS



1. Definitions in These Terms and Conditions

- The company means *P600 Mountaineering*, all of its divisions and subsidiary companies.
- 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.
- Service means any training, activity, course, event or facility offered by the company.
- Contract means a contract between the company and the customer for the provision of products or services.
- Statutory Interest means statutory interest for the Late Payment of Commercial Debts (Interest) Act 1998.
- Terms and Conditions means these terms and conditions of provision.

2. Applicability of Terms and Conditions

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.

3. Booking a Service

Bookings may be made by email and / or by returning a completed course booking form. Telephone bookings should be confirmed in writing by email or by returning a completed booking form as above. *P600 Mountaineering's* acceptance of your booking brings into existence a legally binding contract between us on these terms and conditions. Any term sought to be imposed by you in any purchase order or correspondence will not form part of the contract.

4. Booking Conditions

The contract shall be formed when the company acknowledges acceptance of the customer's booking form or request for a service or goods and required payment received in full.

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.

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

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

Neither the company website nor literature constitute 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.

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

Any current price list replaces all previous price lists.

5. Payment Terms

Our standard payment terms require either full payment, or a 25% deposit of the total price taken, at the time of booking to secure your service unless otherwise agreed. The remaining balance will become due no later than 28 days prior to the commencement of your service. Where bookings are made within 28

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days of the first day of your service, full payment will be required at the time of booking unless otherwise agreed.

6. Payment by Invoice

You may request an invoice to confirm your booking, to do so please advise the company of your billing details. Once we have performed credit checks (if applicable) and should these be successful, your service booking will be confirmed, and an invoice will be sent to the details the customer provided.

Please quote purchase order numbers where applicable and enclose a copy with the return of your booking request. Our standard credit terms for invoice customers are 28 days from date of invoice, regardless of the date of your service unless otherwise stated on the invoice provided.

Should your credit checks be unsuccessful and / or a late payment received on a previous invoice, the company will provide a proforma invoice and payment will be required as per the terms in paragraph 5.

7. All Fees

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.

Where a late payment has been received on a previous invoice, the company will provide a proforma invoice and payment terms will be as per the invoice issued at time of booking.

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

8. Fees – Instructor Only and Consultancy Services

The agreed day rate plus expenses (if applicable) will be applied and payment due within 48hrs of completion of service provided and / or return of completed course paperwork.

9. VAT

All services, goods and fees are exempt the current rate of VAT.

10. Cancellations

Deposits are non-refundable.

Customers are advised to take out their personal accident and travel insurance when booking.

This may allow you to recover prior payments if you must cancel and the circumstances of your cancellation are covered by the insurance contract.

11. Unforeseen Circumstances

On very rare occasions, unforeseen circumstances may require us to cancel a service or course. In such circumstances you will be given as much notice as possible and either a free transfer to another like for like service, course date or a full refund of fees paid.

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 possible. If your booking is likely to be cancelled under such circumstances, the Company undertakes to inform you as soon as possible.

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.

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12. Cancellation by the Customer

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.

The customer will be charged on the following basis:

- Deposits are non-refundable. The deposit is 25% of the full amount.
- 14 days or more prior to activity date - Loss of fee equivalent to deposit
- Between 7 – 14 days prior to service date - Loss of 50% of activity fee
- Within 7 days prior to Service date - Loss of full payment

13. Cancellation by the Company

The company reserves the right to cancel a booking for any reason and reserves the right to cancel a booking due to circumstances outside of the Company's control.

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.

The company cannot be held liable for travel or accommodation costs incurred by the customer, and therefore advise that they to take out their own personal accident and travel insurance when booking.

14. Obligations of the Customer

You should ensure that every effort is made to guarantee that services can take place at the agreed location, date, time and that the facilities are acceptable for training to commence. You should ensure that all delegates meet the prerequisites required for the arranged training. In the event that our instructor is unable to carry out the training, in the instructor's opinion, due to a failing of the above obligations the full course fee will remain payable and no refund will be provided.

15. Personal Property

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.

16. Safety Regulations

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 *P600 Mountaineering* staff and its instructors 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.

Participation in adventurous activities entails some risk of injury. All staff employed by the company are trained and appropriately qualified to run activities / training 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.

17. Liability

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; 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.

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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.

For all activities / courses, you are advised to have insurance that covers you for ALL eventualities.

18. Health

Customers participating in courses/activities must expect to be involved in adventurous and sometimes arduous / 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 health and liability 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 themselves that taking part in a service 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 service and other clients / delegates.

19. Sub-contracting

P600 Mountaineering may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

20. Freelance Conditions

At *P600 Mountaineering*, freelance work is accepted under specific terms to ensure fairness and reliability for all parties involved. If a company or provider who has appointed *P600 Mountaineering* decides to cancel a booking within 14 days or less of the course start date, full payment will still be required, as arrangements and resources will have already been committed. Similarly, if a member of *P600 Mountaineering* arrives to deliver a course but circumstances arise that prevent the course from being delivered, full payment will still be required. These policies ensure that the time and effort of the freelance professionals are respected and that the business remains sustainable despite last-minute changes. Para 12 may not apply.

For the delivery of all courses, payment is required within 48 hours of receiving the scanned electronic paperwork and invoice (if not already received). This policy ensures a prompt and efficient payment process, allowing both parties to maintain clear and timely financial transactions. By adhering to this timeline, providers can quickly confirm the completion of administrative requirements and allocate resources effectively for future courses. It also ensures that the trainers' efforts are compensated without unnecessary delays, fostering a professional and reliable working relationship.

The company recognises that *P600 Mountaineering* may be engaged to represent clients on their own courses and events, and we will not actively work to promote *P600 Mountaineering* or its products and services to your clients while engaged by you, we reserve the right to use our assets such as Clothing, Vehicles and Equipment, which may carry our company branding and logo's.

We are happy to wear or utilise such assets bearing your branding, where we deem it to be a safe and appropriate substitute for our assets, and where this is discussed and provided in advance of starting an engagement on your behalf.

21. Unruly Behaviour

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.

22. Certification

Certificates are provided for successful completion of training / assessment as appropriate and are supplied only following full settlement of course fees. These may be in a physical or electronic format.

P600 Mountaineering | 7 The Pippins, Randlay, Telford, Shropshire, TF3 2LN

Phone: 07576 513 468 | Email: P600Mountaineering@Outlook.com | Website: www.p600mountaineering.co.uk

Company Registration Number: P600 Mountaineering Limited (08424070)

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23. Equipment

The company may provide some equipment for a course 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.

24. Copyright and Intellectual Property Rights

Copyright and all intellectual property rights for all Course Materials shall remain the property of *P600 Mountaineering*. The Customer agrees not to reproduce, sell, hire, photograph or copy Course Materials (in whole or in part) and not to use such materials except for the purposes of post course reference or as specifically agreed with *P600 Mountaineering* or its awarding bodies (such as the MTA / NNAS).

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 times, 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.

25. Distance Selling Regulations 2000

We abide by the applicable elements of the Distance Selling Regulations 2000.

26. Data protection

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 / activity 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 unless you advise us not to do so.

P600 Mountaineering is a member of the ICO. The Company shall ensure that appropriate security measures are in place to protect your personal data (as defined in the Data Protection Act 2018 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 service requested.

28. Photographs

From time-to-time photographs and drone footage taken by the company (and its staff) may appear in the Company's promotional material. Other delegates may also capture audiovisual material for their own use, which may fall outside the control of the company. If customers do not wish to be photographed, please raise this with the company at the time of booking and the course staff at the start of each day.

29. Complaints

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 or the course director at *P600 Mountaineering*. If your complaint is not resolved to your satisfaction please write to: Complaints at *P600 Mountaineering*, 7 The Pippins, Randlay, Telford, Shropshire, TF3 2LN. Your concerns will be dealt with within 14 days of receipt of complaint.

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30. Force Majeure

Notwithstanding anything contained in these Conditions, the Company will not be liable for any failure to perform our obligations to you in whole or part as a result of any matter outside the Company's reasonable control including but not limited to, strikes or other industrial disputes, failure of a utility services or transport network, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulations, direction or statutory provisions, accident, breakdown of plant or machinery, act of God (including but not limited to fire, flood or storm (whether at or near to the hotel where the Event is being hosted)) ("a Force Majeure Event")

31. Applicable Law

The contract will be governed by the laws of England any dispute will be dealt with under the jurisdiction of the courts of England and Wales. The statutory rights of the customer are not affected by the above.

32. General - Terms & Conditions

P600 Mountaineering reserves the right to change course fees, terms and conditions at any time. When making your booking, it is implied and accepted that you have read and understood all these conditions and agree to abide by them.