

Terms and Conditions 2017 – Peter Knight t/as Peak Instruction

Peak Instruction – Pete Knight & Associates is an operating name for Pete Knight, a sole trader. Pete can be contacted via the website and the address of the business is:
12 Bowden Crescent, New Mills, Derbyshire. SK224LN.
info@peakinstruction.com
07812038233

1 Payments:

Payment for our services can be made via PayPal card payment or BACS (bank) transfer. Our bank details are available on request. Cheques may be used in some circumstances and should be made payable to Peak Instruction.

- 1.1 Bespoke/Tailored private bookings require full payment upfront.
- 1.2 We may accept a 25% deposit for some bookings prior to 28 days in advance of the booking date.
- 1.3 All bookings made less than 28 days in advance of the course date will be required to pay the full value of the course or activity fee.
- 1.4 All on the day costs or remaining fees are payable by cash only. Payment after the event is by prior arrangement only. Invoices are available by post if required and a receipt of payment can be provided.
- 1.5 Open Course bookings must be paid in full at the time of booking.
- 1.6 Bookings are only confirmed once payment and booking forms have been received by us and we have contacted you with a confirmation of receipt.
- 1.7 **Once payment has been received by us all course members are agreeing to be bound by these terms and conditions, in their entirety.**

2 Cancelled by client:

We understand that circumstances change and that can be unavoidable but we also believe that we are entitled to fair notice to cancellation; after all, we may have turned down other work for your booking.

- 2.1 Cancellations must be notified to us either in writing or by e-mail.
- 2.2 Cancellations or postponements will incur the following fees:

4 weeks (29 days) or more in advance of booking:	25% course fees
4 weeks (28 days) or less in advance of course:	100% course fees
- 2.3 Postponements will be treated as a cancellation unless by written agreement from us.
- 2.4 Bespoke courses where we have had significant behind the scenes planning will be charged at 100% if cancelled less than 8 weeks in advance of the booking date. We will notify you if this applies when you book.

3 Cancelled by us:

It's good to know where you stand if we are unable to fulfil our end of the deal. A cancellation will always be the absolute last resort. Prevailing weather or 'acts of god' may limit or force us to cancel a course with little notice or even on the day of the course.

- 3.1 Where the weather makes a specific trip or activity unsafe we will offer an alternative activity or trip into another system on the same day.
- 3.2 In the event of a full cancellation by us we will offer you an alternative date or a full refund.
- 3.3 Cancellations on our part, if an alternative date is not possible, will not be charged and any deposit or advanced payment will be returned in full.

4 Cancellations during course:

- 4.1 If at any point during a course we are not satisfied that we are able to keep group members or staff safe due to actions of some or all of the group members we reserve the right to cancel the course on the spot. We will use our professional judgement and may remove individuals or entire groups from the course.
- 4.2 All group members will be required to adhere to any safety requirements we set down, without exception and inclusive of any accompanying parent, guardian or leader.
- 4.3 We will also stop the course should we suspect that any member of the group is under the influence of drugs or alcohol.
- 4.4 In the event of a course being stopped there will be no refunds. We will not continue a course that we deem to be unsafe, ever.

5 Miscellaneous:

- 5.1 All clients must complete the relevant booking form. **All under 18's must have a form filled out and**

signed on their behalf by a parent or legal guardian.

- 5.2 Non-disclosure of any medical conditions, recent injuries or past surgeries may put you or your child in danger and Peak Instruction accepts no responsibility for injuries or emergencies arising from non-disclosure.
- 5.3 No transport will be included in the course fees, group members are required to provide their own transport, including to and from venues or meeting places. Use of our vehicles is by prior arrangement only.
- 5.4 All safety equipment will be provided unless stated otherwise.
- 5.5 Should you come to your booking inappropriately dressed or lacking previously agreed equipment or we deem it to be unsafe or unsuitable you will have the option of purchasing the required equipment before the booking continues or leaving. Anyone leaving the course will not receive a refund of the booking fee.
- 5.6 Deliberate damage to equipment will be charged for at the value of a new item or equivalent item of that equipment. Charges may be made to the individual or organisation who booked the course.
- 5.7 Special Offers are made in good faith and have no hidden catches. We reserve the right to withdraw an offer at any time without notice. We will use our discretion with regards to area specific offers. All decisions are final.

We do not hold an A.A.L.S licence and as such do not operate with unaccompanied under 18's.

We are able to work with under 18's provided a parent or legally appointed guardian is present. This does not at this time include school groups or scout groups. Certain activities fall out of the scope of the A.A.L.S. scheme and may be offered to under 18's.

6 Data

- 6.1 We will never pass your information onto other companies or agencies without your permission.
- 6.2 We may contact you with special offers from time to time. Simply tell us if you wish to opt out.
- 6.3 Booking Forms will be kept by us for a minimum of 7 years.

7 Risk & Liability

- 7.1 We will do everything in our power to keep groups from harm whilst they are participating in a Peak Instruction led activity. All clients should accept that outdoor activities and the environment they take part in may always present an element of risk. This risk can never be eliminated without destroying the nature of the activity or environment that it takes place in. Please get in touch for more information.
- 7.2 All clients must at all times accept and act on the judgment and instruction of the activity leader/activity instructor. Not to do so may put you in danger and we will not be liable for any injury, death or material loss as a result of not following our advice.
- 7.3 All clients booking on a Peak Instruction course or activity are accepting that the activity can always involve personal risk.
- 7.4 All clients are advised to take out personal accident insurance and insurance on their own equipment and belongings. We will not be liable for loss or damage to personal belongings. Please see 'Links' page on www.peakinstruction.com for insurance information.

Copies of our certificates & insurance can be provided on request.

No variation of these terms and conditions will be accepted unless agreed in writing by Peter Knight.

Disclaimer:

Peak Instruction is dedicated to providing safe and enjoyable courses. The nature of the activities we provide and the locations we use means that risk of personal injury or death may be present despite all efforts made to reduce it and all participants are reminded that a real element of risk may always be present. Participants in activities and parents or legal guardians should be aware of and accept these risks as part of the course and be responsible for their own involvement. Under 18's must be accompanied by a parent or legal guardian unless by written agreement.

By booking onto a Peak Instruction activity or course you are declaring that:

- You and any Under 18's in your party are physically and medically capable of undertaking the booked activity.
- You or any Under 18's in your party do not require a translator and can follow instructions in English.
 - You take responsibility for your own safety and that of any Under 18's in your party.
 - You agree to follow the advice and direction of the instructor at all times.
 - You understand that failing to do so may result in injury or death.