

BOOKING TERMS & CONDITIONS

IMPORTANT: please read carefully

All of TeamWalking's outdoor courses, guided walks, outdoor activities & adventures are referred to as 'walk' or 'walking'.

- **Infectious Diseases (including Covid-19)** - to prevent the spread of infectious diseases, such as Covid-19, you must not attend if: you are unwell with a respiratory illness that you may transmit to others (*such as sore throat, cough, fever etc*); you have had a positive Covid-19 test in the previous 10 days, and are still testing positive after Day 5; you have any Covid-19 symptoms (*including generally feeling unwell, fatigue, sore throat, cough, fever, headache, loss of or change in your sense of taste or smell*). It is your responsibility to check Government Guidance and comply with any restrictions where you live. I must make you aware that there is still a low risk of transmission of an infectious disease, such as Covid-19, when taking part in one of our walking activities, which I cannot eliminate. You are aware of and accept this risk.
- **Hill & Mountain environment** - hill and mountain walking are adventurous activities with a risk of personal discomfort, accident, injury or death. Part of the attraction of valley, hill and mountain walking is the challenge of tackling different terrains, landscapes and weather conditions; indeed, risk is often an integral part of the activity. Every effort is made to minimise potential risks & hazards; however, the very nature of valley, hill and mountain walking involves a certain level of inherent and unavoidable risk of personal discomfort, accident, injury or death. The most common accident and/or injury in the outdoors include slips, trips and falls, as well as personal injury such as blisters, strained muscles, scratches & stings, sunburn, getting cold and varying degrees of personal discomfort due to weather/ground conditions (*these are just examples and is not an exhaustive list*). Of course, more serious accidents/injuries may occur due to the natural environment (steep, uneven, rocky, wet, slippery ground), personal health issues and extreme weather conditions. By taking part in this activity, you are aware of and accept these risks.
- **Terrain:** All walks will involve a varying degree of uneven and rough terrain, muddy/rocky/wet ground, fields, riverside, woodland, remote open country, high ground, hills, moorland and mountainous terrain, steep ground, stiles, stream crossings, roads and lanes, farms and livestock as well as a number of ascents/descents, some of which may be steep and sustained. We may also encounter adverse weather conditions on the walk, as well as darkness and/or poor visibility.
- **Potentially Strenuous:** Walking and outdoor activities can be strenuous. Never underestimate the strenuous nature of walking particularly when this is combined with the natural environment, hill and mountainous terrain and the elements.
- **Personal responsibility:** Mark Reid or his freelance Mountain Leaders (Walk Leaders) accept no responsibility for personal accidents or injury or for loss or damage to personal effects unless caused by their negligence as Walk Leaders. We strongly recommend you have adequate personal insurance cover for accident or injury, as well as travel insurance in case of cancellation.
- **Safety:** All participants must take heed of any safety information, guidance or hazard warnings given by the Walk Leader during the pre-walk briefing or whilst on the walk.
- **Non Participation:** The Walk Leader reserves the right to refuse to accept a participant on a walk or, if the walk has commenced, to terminate the walk for a participant ('non participation') for one or more of the following reasons: the participant refuses to complete a Consent Form; the Walk Leader considers that they will be unable to complete the planned activity; their pre-existing medical condition(s) and/or fitness makes it unsafe to take part or continue; they are wearing unsuitable clothing or footwear; they ignore direct safety instructions from the Walk Leader or their language and/or behaviour falls below an acceptable standard that causes offence to other group members or puts others within the group at risk. If the Walk Leader terminates a walk for a participant and the walk has already commenced then the Walk Leader will ensure that the participant reaches a place of safety off the hill, such as a track, road, pub/cafe, village, their car etc before continuing the walk with the remaining group. If a participant chooses to leave the organised group at any time during the walking activity and makes it clear or obvious that they are leaving the organised group, then the Walk Leader ceases to have any responsibility or liability for that participant with immediate effect. *The decision to refuse to accept a participant or terminate the walk for a participant lies solely with the Walk Leader. There are no transfer or refunds for non participation.*

- **Fitness and Experience** - Most of our walks require no previous hill-walking experience as full guidance will be given, however, a reasonable level of fitness and ability is required as the natural environment can be demanding at times. Walks are 'pitched' according to the experience, average fitness levels of the group, ground and weather conditions; the Walk Leader will always strive to adapt walks as much as is reasonably possible to match the fitness and ability of group members through adaptive and dynamic route choice and risk assessments. Some of our Outdoor Courses do require some previous hill-walking experience, such as NNAS Silver/Gold awards, Mountain Skills, Compass & Contours & Relocation courses. Our mountain walks, wild camping expeditions, challenge walks and walking holidays require a good level of fitness and stamina.
- **Consent Form:** All participants must complete a Consent Form prior to the event taking place; this must be done by each participant individually and can not be done on behalf of someone else, unless the Consent Form is for their child who is under 18 years old. We will not accept a participant onto an event unless they have completed a Consent Form (*non participation - see above*). All participants must provide full, complete and accurate information on their Consent Form, including any medical conditions, special requirements, allergies and/or recent illnesses; participants must inform the Walk Leader of any changes to their personal information (including medical information) that have occurred between signing their Consent Form and the day of the walk.
- **Footwear:** All participants must provide suitable outdoor footwear, preferably walking boots, with sturdy soles, good tread and ankle support.
- **Alcohol & Smoking** - As this is an Adventurous Activity in a natural environment, which is also the Walk Leader's working environment, then we operate a no alcohol and no smoking policy during the activity.
- **Dogs** - you are welcome to bring a well behaved, good natured and socialised dog with you on some of our courses and walks (events). You **MUST** have permission in writing from us before the event in order to bring your dog with you, as not all of our events are suitable for dogs due to ground-nesting birds, livestock, access land, mountainous terrain, weather conditions, strenuous nature of the walk etc. Your dog **MUST** be insured, wormed and kept on a lead at all times, and is solely your responsibility and liability; TeamWalking accepts no responsibility whatsoever for the health, safety and wellbeing of your dog during the walk, nor for the behaviours or actions of your dog. TeamWalking reserves the right not to accept dogs on any of our walks, even at the last minute. Participants take priority over dogs. If a group member has dog allergies or phobias and requests a dog free walk, then no dogs will be allowed on that particular event. If you attend a multi-day walk and your dog is aggressive on the first day then you will not be permitted to attend on subsequent days with your dog. In both instances, you would need to find alternative arrangements for your dog. Our Transfer & Cancellation Policy only applies to participants, not their dogs. There are no transfers, cancellations or refunds available for participants if their dog is not able or permitted to attend a walk. A separate Dog Policy agreement will be emailed to you prior to the event. Mark Reid has a small cocker spaniel (Lola) who occasionally comes on his walks. *Registered assistance dogs are always welcome.*
- **Accommodation, Food & Travel** - You must book and pay for any accommodation, food and/or travel (the 'service provided') directly yourself. The contract for the service provided is between the person making the booking and the service provider. *We strongly recommend you have adequate travel insurance in case of cancellation.*
- **Payments** - full payment is required prior to the walk to secure your booking.
- **Transfer of Bookings** – If you are not able to attend your chosen walk and would like to rearrange, then you can request a Transfer of Booking (transfer), as detailed below. All Transfer of Bookings must be requested and confirmed in writing by email, text or post, and must be confirmed and paid for at least 1 day prior to the original walk date. Only one Transfer of Booking is permitted; if you have already transferred your booking to a new date and wish to cancel, then there are no refunds or further transfers permitted; a new booking must be made. If you wish to transfer onto a different walk that has a higher price, then these transfer fees apply plus any price difference (if applicable). No refunds will be given for transfers onto walks of a lower price. The transfer fees are quoted as a % of the original price paid for the walk. Transfers are subject to the following fees, payable at the time of transfer:
 - ☼ Within 14 days from the date you paid for your booking ('date of booking') - *free transfer*

- ☼ From 15 days from date of booking up to and including 31 days before the walk – *10% transfer fee*
- ☼ From 30 days before the walk up to and including 15 days before the walk – *25% transfer fee*
- ☼ From 14 days before the walk up to and including 8 days before the walk – *50% transfer fee*
- ☼ From 7 days before the walk up to and including 1 day before the walk – *75% transfer fee*
- ☼ Notification on the day of the event or non attendance of the event – *no transfer available*
- ☼ *There are no transfers for non participation.*

• **Cancellations** - All cancellations and refunds must be requested and confirmed in writing by email, text or post (your refund will be sent to you within 14 days). Cancellations are subject to the following refunds:

- ☼ Within 14 days from the date you paid for your booking ('date of booking') - *full refund*
- ☼ From 15 days from date of booking up to and including 31 days before the walk – *75% refund of the cost of the walk.*
- ☼ From 30 days before the walk up to and including 15 days before the walk – *50% refund of the cost of the walk.*
- ☼ From 14 days before the walk up to and including 8 days before the walk – *25% refund of the cost of the walk.*
- ☼ From 7 days before the walk up to the day of the walk, notification on the day of the walk or non attendance of the walk – *No refund*
- ☼ If you have already transferred your booking to a new date and wish to cancel, then there are no refunds or transfers for bookings that have already been transferred.
- ☼ *There are no refunds for non participation.*

TeamWalking's liability is limited to the cost of your chosen walk only. We strongly recommend you have adequate travel insurance in case of transfer or cancellation.

• **TeamWalking Cancellation** – the walk may be cancelled by the Walk Leader at any time prior to the walk due to illness of the Walk Leader, Government advice or law (for example, Covid-19), adverse weather conditions or forecast or any other *force majeure*. The decision to cancel the walk lies solely with the Walk Leader. In the event of cancellation by the Walk Leader, then TeamWalking's liability is limited to the cost of your chosen walk only. We recommend you have adequate travel insurance in case of cancellation. If the event is cancelled by the Walk Leader then you will be offered the following options:

- ☼ Free transfer onto another scheduled walk advertised on our website.
- ☼ Receive a credit note to be redeemed within 12 months against any advertised walk.
- ☼ Receive a full refund.

• **Change during the walk:** The pre-planned routes may be subject to change whilst on the walk due to adverse weather conditions, pace of the group, fitness and ability levels, accidents or injuries etc. In extreme circumstances the walk may be terminated. Once the walk has commenced then any such changes to the pre-planned walk are deemed to be part of the walk. The decision to change or terminate the walk lies solely with the Walk Leader.

• **Over 18s:** All participants must be aged 18 years or over. Under 18s (minimum age 14) may attend if accompanied by a parent or legal guardian, and with prior agreement with TeamWalking as some of our activities are unsuitable for under 18s.

• All walks are subject to availability.

These Terms and Conditions must be read in conjunction with the Consent Form, relevant webpage on our website, and/or Walk or Course Overview, which gives more details of the chosen activity. Together the Consent Form, Terms & Conditions, webpage and/or Walk or Course Overview form the contract between us.

Please note that any agreement between us will be governed by and construed in accordance with the laws of England and Wales and, by booking a walk with us, you agree to this and submit to the exclusive jurisdiction of the courts of England and Wales.

Mark Reid is a qualified Walking Group Leader, Hill & Moorland Leader and Mountain Leader, and holds a current Outdoors First Aid certificate as well as Public and Civil Liability Insurance.

YOUR CONTRACT IS WITH:

Mark Reid, TeamWalking, 12 Wheatlands Grove, Harrogate, North Yorkshire, HG2 8JH

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UPDATED (Covid-19): 16th June 2020, with amendments 23rd August 2020, 1st January, 26th March, 12th Sept & 1st Dec 2021

REVISED & UPDATED: 26th October 2022
Dog Policy amended 30th December 2023

