



## Terms and Conditions

***Out in the Hills* accepts your booking under the following terms and conditions:**

### **Mountaineering Scotland Participation Statement**

Mountaineering Scotland 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 and involvement.

### **Payment**

A deposit (50% or other agreed amount) is payable in advance to secure the booking, and our acknowledgement of this forms the contract.

Any balance due must be paid before the start of the event. Payment can be made by cash, or online (in advance) using BACS or Paypal.

All prices quoted, and any refunds due, will be in UK Sterling.

### **Cancellation**

Cancellation by you:

- More than 28 days before event: any monies paid will be refunded, less a £10 per person charge for administration.
- Between 7 and 28 days before event: the deposit is non-refundable, any additional monies paid will be refunded, less a £10 per person charge for administration.
- Less than 7 days before event (including no-shows): no monies will be refunded and you will be liable for the full contract price.
- If you are booked for more than one day, then a no-show on the first day will be treated as cancellation by you of every day's booking and you will be liable for the full contract price.
- If you request an alternative event, we will endeavour to accommodate the request, but cannot guarantee this. If no suitable alternative event is available, this will be treated as cancellation by you.

Cancellation by Out in the Hills:

- We reserve the right to cancel an event because of circumstances outwith our control, for example but not limited to: weather, snow conditions, land management restrictions.
- If we cancel an event, you will be offered a full refund, or the offer of an equivalent event on a different date.
- We reserve the right to refuse your participation if the leader deems your level of fitness, or your clothing and equipment, is unsuitable for the event, or if you appear to be under the influence of alcohol or drugs or otherwise behaving inappropriately. This will be treated as cancellation by you, and no refund will be given in these circumstances.

In all cases:

- We are not liable for any other costs incurred by you, and strongly recommend that you take out appropriate holiday / travel insurance.

### **Pricing**

Where a reduced rate applies for two or more people, this refers to two or more people booked on a single booking.

### **Meeting up**

Please ensure you are at the agreed meeting point by the agreed time. If you are running late then please contact us, and we will do our best to accommodate the delay, but this will be at your risk and not at the inconvenience of other clients.

### **Insurance**

We strongly recommend that you take out appropriate holiday / travel insurance, to cover cancellation and delay, death, injury, loss or damage to personal belongings, liability to third parties. The policy should include trekking and mountain activities.

### **Under 18s**

The requirements of the Adventure Activities Licensing Authority mean that we are unable to take under 18s unless they are accompanied on the event by their parent or legal guardian. Any booking for a person under 18 must be made by their parent or legal guardian.

### **Fitness**

Please ensure you have an appropriate level of fitness for the event. If in any doubt, please ask beforehand. It is unfair on the rest of the group if the event has to be curtailed because one of the group has overstated their fitness.

### **Medical conditions**

Please let us know in advance of any disabilities, medical conditions or allergies which may affect your abilities during the event.

### **Liability**

We accept no liability for the death or injury of any participant in any of our events, nor for any loss or damage to property, unless caused by the proven negligence of Out in the Hills. Out in the Hills is covered by the Mountain Training Association approved civil liability insurance scheme.

### **Final choice of routes**

The choice of routes for all events is in the discretion of the leader. No guarantee can be given that we will reach a specific location or summit, and timings given can therefore only be approximate.

Unless otherwise specified, an event would normally finish in late afternoon or early evening on the relevant day. You are therefore recommended not to have any obligation or commitment for later that day. If you wish to meet a specific schedule, e.g. for onward travel, please notify us before the start of the event, however we cannot guarantee to be finished by a specific time, and will not be liable for any additional costs incurred.

### **Minimum numbers**

Some events require a minimum number of participants in order to be viable. You will be advised of this when we confirm your booking. If we cancel the event because of insufficient numbers, you will be offered a full refund, or the offer of an equivalent event on a different date. We are not liable for any other costs incurred by you, and strongly recommend that you take out appropriate holiday / travel insurance.

### **Photographs**

Photographs taken by us on our events may be used on our website or other promotional material. If you do not wish to be photographed, please inform the leader. If you would like photographs which you have taken to be used, please email them to us; you will be credited and you will retain copyright.

### **Personal possessions**

You may leave dry clothes or footwear in our vehicle to change into after the event, however this is at your own risk.

### **Complaints**

If you have any complaints, please let the leader know as soon as possible; we cannot attempt to rectify them if we are not aware of the issue.

### **Additional Terms and Conditions relating to wilderness camping events**

All wilderness camping events are self contained. The group carries everything it needs (tents, sleeping bags, food, cooking equipment and fuel, etc.), and you will be expected to carry your fair share. There are no washing facilities and (with the exception of one or two particular bothies) there are no toilet facilities for the duration of the event, other than what we arrange ourselves. The leader is not the sherpa, porter or cook.

### **Fitness**

Please ensure you are able to carry an expedition rucksack (around 15 – 20kg, depending on personal items) for several hours each day.

### **Use of equipment**

Whilst carrying or using equipment supplied by Out in the Hills, you are responsible for making good any loss or damage to this equipment.

### **Sharing tents**

If you book as an individual, you may be expected to share a tent with another individual of the same gender.

### **Dietary requirements**

Wayfarer or similar ready-cooked meals are provided (breakfast and evening meal). We cannot guarantee a particular menu choice unless we are notified of specific requirements at time of booking.

**Permits**

It is your responsibility to obtain any permits required for any additional activities you undertake whilst on one of our events (e.g. fishing).

**Governing Law and Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with Scots law and any matter or claim arising from them shall be dealt with only by the Scottish courts.