



IBEX MOUNTAIN ACADEMY

HIKE - CLIMB - SKI

Terms and Conditions

NB1 Please read these terms and conditions carefully. Our contact details are at the top of each page should you have any specific queries regarding the contents.

NB2 When making a booking, you agree to ensure all persons on said booking are aware of and accept these terms and conditions.

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1 Definitions

Activity: any of our activities which we offer on the website

Booking: a booking made by you for any of our activities.

Booking conditions: these terms and conditions as amended by us on occasion.

Booking customer: the person or entity who initiated the booking

Current booking: bookings anywhere in between initial contact to the day of activity.

Customer: any person, firm, company or other entity which places an order for our products or services.

Designated meet point: the start location of the planned activity as noted by us.

Participant: a person who is booked to participate in any of Our Activities by virtue of a Booking or as part of the lead booker's booking.

Company: Ibex Mountain Academy Ltd

Website or Site: means www.ibexmountainacademy.com

2 Changes to our terms and conditions

We reserve the right to amend, add or remove any terms contained in this document at any time whilst ensuring any current bookings are sent the most up to date terms prior to their activity. Should the customer find the new booking terms and conditions unacceptable, the customer will be able to cancel without penalty.

3 Participants

3.1 Medical declaration

The customers will be required to fill out the medical sections on participation forms. This must be completed as part of the booking process and submitted in good time prior to the day of activity. The company reserves the right to refuse a booking should this be submitted late or not at all. The company also reserves the right to refuse a booking on medical grounds if it is considered to be detrimental to the safety of the running of the course and its participants.

3.2 Statement of risk

3.2.1 The British Mountaineering Council Participation Statement says that:

"The BMC 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."

3.2.2 You can find details of the BMC risk and safety article [here](#)

3.2.3 The company reserves the right to cancel a customer booking or activity if we believe there to be an unacceptable risk attached to the booking or activity.



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3.3 Statement of physical ability

- 3.3.1 The customer should ensure that all participants have an adequate level of fitness and confidence in order to take part in the particular activity. Guidance on this can be obtained by contacting the company prior to the activity date or prior to booking.
- 3.3.2 The company reserves the right to cancel a customer booking or activity if we believe a participant's physical ability puts others at risk. If you have any concerns during the booking process in relation to this, please get in contact with our team so we can discuss in more detail. An instructor's decision during an activity is final.

3.4 Statement of client responsibility

- 3.4.1 Along with a detailed booking form, customers will be sent an itinerary and kit list prior to the activity. It is paramount that the booking customer distributes the booking form to all participants in order for the company to distribute the guidance effectively.
- 3.4.2 If the customer is not adequately prepared with the personal items listed on the kit list to the instructor's satisfaction, the company reserves the right to exclude the client from the activity without a refund.
- 3.4.3 The company's responsibility for the customer begins at the designated meeting point at the arranged time of that activity only.
- 3.4.4 Failure to arrive at the designated meeting point will not entitle a customer to a refund or compensation for lost expenses.
- 3.4.5 It is the responsibility of the customer to listen carefully to and adhere to the instructor's instructions on the day. The instructor's decisions and instructions are final. The company will not accept liability for customer's going against the instructor's decisions and instructions.

3.5 Acknowledgement of risk and informed consent

- 3.5.1 The customer understands that there are inherent risks and fitness requirements involved in the activities we provide. Outdoor activities including, hillwalking, mountaineering, abseiling, and climbing may result in personal injury or death.
- 3.5.2 The customer understands that they are responsible for their own health and safety before, during and after the planned activity.
- 3.5.3 The customer will take part in the activity in accordance with the guidance and advice provided by phone, email, our website, this document and instructors on the day.



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- 3.5.4 The customer will abide by the instructions provided by the instructors. The instructor's word is final.
- 3.5.5 The customer will wear any equipment or clothing provided by the company in accordance with the direction of instructors and checked by said instructors.
- 3.5.6 The customer will complete all forms the company deems appropriate for the safe running of an activity. A form may need to be completed under the guidance of a GP in certain circumstances. Forms must be sent back by email or submitted by portal depending on the forms received. Failure to do this may result in exclusion without refund.

3.6 Unruly behaviour

- 3.6.1 If a customer or participant's behaviour threatens the safety of others, safety of property or equipment, or the smooth running of the day's activities, they will be excluded for the remainder without a refund.
- 3.6.2 If a customer or participant's behaviour leads to damage of property or equipment, the customer or participant will be charged accordingly.

3.7 Personal property

- 3.7.1 Property belonging to the customer or participant is their responsibility at all times, unless any loss or damage is due to the negligence of the company or its representatives.
- 3.7.2 In the unlikely event of an accident or injury, the company will not be liable for the loss or damage of any personal items.

3.8 Complaints

- 3.8.1 Should the customer encounter any issues or difficulty before, during or after the date of their activity, they should make every effort to let us know as soon as possible. This way, the company can aim to resolve the issue quickly.
- 3.8.2 Should the customer feel their complaint has not been resolved, they are invited to email us at the above address and we will deal with the concern within 28 days.

4 Bookings

4.1 Contract

A contract is formed and considered a booking when all of the below are satisfied:

- A customer has initiated a booking.
- Required forms have been returned to the company.
- Full payment has been made unless the customer has written confirmation from the company referencing an alternative payment arrangement.



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4.2 Deposits

- 4.2.1 Some products or services may require a partial deposit to secure a booking. The details of the deposit will be made clear against the product or service on the website.
- 4.2.2 Where a partial deposit is required, this deposit is non-refundable.
- 4.2.3 Where a partial deposit is required, the company will not hold the dates longer than 14 days without payment.
- 4.2.4 In the case of a deposit being taken, full payment must be made 28 days prior to the activity date.
- 4.2.5 In the event of full payment not being made prior to the day of activity, the company holds the right to refuse your participation.
- 4.2.6 Group deposits

Days before arrival	Total deposit paid
>56	20% booking confirmation
56	50% of the total cost
28	100% of the total cost

*If a booking is made between 29 and 56 days prior to planned activity, a deposit of 50% is due

*If a booking is made less than 29 days prior to planned activity, a deposit of 100% is due

4.3 Cancellation

- 4.3.1 Cancellations must be made in writing via email.
- 4.3.2 Cancellations must be made by emailing info@ibexmountainacademy.com
- 4.3.3 If the company cancels the customers booking for reasons other than bad weather or force majeure, the customer will be entitled to move their date, select another product or apply for a full refund.
- 4.3.4 When the customer cancels their booking, the following charges will be due against the relevant time frame. This applies to all cancellation reasons.

DAYS BEFORE ARRIVAL	CANCELLATION CHARGE
>56	Any deposits already paid or due
55-28	50% of the total cost
27-0	100% of the total cost

- 4.3.5 Substitution of the original customer by another can be made provided the new customer satisfies the company requirements. All substitutions must be made with the consent of the company. Any outstanding money must be paid prior to this and a £20 administrative fee will be added per substitution.
- 4.3.6 Bad weather
 - 4.3.6.1 The company does not deem “unpleasant” weather a reason for cancellation.
 - 4.3.6.2 If there is a change in the weather, but the activity can still go ahead, every effort will be made by the company to update participants so they can prepare accordingly.
 - 4.3.6.3 If the company or representatives deem the weather to be at the point where the safety of participants or the team is put at risk, we may have to



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alter the route, plans or cancel all together. You will be notified as soon as possible.

4.3.6.4 Cancellation or amendment of the day may also be decided dynamically by the instructor on the day. The instructor's decision is final.

4.3.6.5 Anyone booked on to a course which is cancelled due to bad weather will have the option to change dates or receive a voucher for the same amount to use at a later date. These vouchers are valid for 12 months.

4.4 Payment

4.4.1 Once the customer and the company have finalised a product, an invoice will be sent out along with the initial forms and information documents.

4.4.2 Bank transfer details will be on this invoice in order for the customer to make payment.

4.4.3 The company does not currently accept card payments or other types of online payments. Although this is planned for the future.

4.4.4 When a customer makes a booking with the company they guarantee that they have the authority to accept and do accept on behalf of all Participants the terms of these Booking Conditions. The initial booker will be considered the group leader and will be responsible for ensuring all participants fill out their forms accurately and for collecting and making all payments due to the company.

4.5 Group sizes

All open group sessions will go ahead regardless unless a minimum group number is specifically mentioned in the description.

4.6 Late arrival

All participants must arrive at the designated meeting point at least 10 minutes prior to an activity's planned start time. Failure to arrive in time for the activities commencement may result in the company refusing responsibility for the participant without refund. The company will not be liable for any further expenses incurred in relation to the activity.

4.7 Force Majeure

The company shall have no liability whatsoever in respect of any delay or failure in delivery of any activity due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

5 Insurance

5.1 Public liability & indemnity

The company's public liability insurance covers activities as per the scope of Mountain Training qualifications held, namely Mountain Leader (summer).



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5.2 Holiday and travel insurance

- 5.2.1 It is recommended that customers and participants take out personal Accident, travel and Cancellation Insurance
- 5.2.2 It is the customer and participant's responsibility to ensure that the insurance cover purchased is suitable and adequate for the particular needs. If they choose to carry out the activity without adequate insurance cover, the company will not be liable for losses arising, in respect of which insurance cover would otherwise have been available.
- 5.2.3 Participants and customers must ensure the insurance purchased covers them for the specific activities booked.

6 Accuracy

6.1 The company

- 6.1.1 Every effort is made to ensure the accuracy and completeness of the information on the website and pre-booking communications.
- 6.1.2 In the unlikely event that changes or an error has occurred, the company reserves the right to correct prices and other details in such a situation.

6.2 The customer and participants

- 6.2.1 The lead booker must ensure that all participants complete any required forms accurately to the best of everyone's knowledge.
- 6.2.2 All participants will provide accurate information when requested by the company.
- 6.2.3 The customer and participants accept that provision of non-accurate information can lead to safety concerns and may then lead to cancellation of activities without any refund.

7 Equipment

- 7.1 The customer and participants will be responsible for all equipment issued for use during their activity.
- 7.2 The company holds the right to charge for equipment or property that has been lost or misused, with the exception of fair wear and tear.
- 7.3 The company shall not be liable to customers or participants for any damage, injury or other losses incurred should you fail to adhere to kit and equipment requirements.

8 Alcohol and non-prescribed drugs

- 8.1 The consumption and use of alcohol and non-prescribed drugs is strictly prohibited whilst participating in an Activity.
- 8.2 The company reserves the right to refuse the customer and any Participant who is considered to be under the influence of alcohol or non-prescribed drugs.
- 8.3 Participants with prescribed drugs must consult their GP with regards to their use during any specific activities provided by the company and it is their responsibility to abide by the GPs advice. It is also their responsibility to inform the company.



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9 Children and young people

- 9.1 All participants shall be a minimum age of 13.
- 9.2 Any participants under the age of 18 must be accompanied by their legal guardian at all times during the activity. The legal guardian must be a paid participant.
- 9.3 The legal guardian needs to be aware and accept the risks involved in the activities and satisfy themselves accordingly.

10 Pets

- 10.1 Pets are not allowed to be brought along on activities without prior written consent from the company.
- 10.2 Dogs must be kept on a lead when asked to do so by a company representative or a third party such as a park ranger or farmer/landowner.

11 Data protection and privacy

- 11.1 Customer and participant's personal details will be stored and used by the company to send the customer important information on matters relating to our activities and events.
- 11.2 Customer and participant information will not be shared with other organisations, except to emergency services, or used for any other purpose without your consent.
- 11.3 The participants contact details will not be sold or passed to further third parties.
- 11.4 For further information on data protection and privacy please refer to our privacy policy [here](#).

12 Photography

- 12.1 The company will occasionally take photos of participants for publicity, including use on the website and on social media. When filling in their booking form, customers will be given the chance to select whether or not they are happy with this.
- 12.2 It may be that other participants in the group will be capturing images and video of the day on their own personal devices. By participating in the activity, the customer and all participants understand and accept that the company are not responsible for the use of any images that may be captured in this way.

13 Copyright

All contents of the website, information, graphics, sounds, images, videos etc. contained on the website are (and remain) the property of Ibex Mountain Academy Ltd unless otherwise stated.

14 Additional information

Additional information regarding kit lists, accommodation and transport can be found on the website.