



TERMS & CONDITIONS

- **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:** Sean Schofield 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 ('non participation') whom they consider will be unable to complete the planned activity, whose pre-existing medical condition(s) and/or fitness makes it unsafe to take part, is wearing unsuitable clothing or footwear, ignores direct safety instructions from the Walk Leader or whose 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 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 lies solely and exclusively with the Walk Leader. There are no 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 awards & Mountain Skills. 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. 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, we operate a no alcohol and no smoking policy during the activity.
- **Dogs** – We do not accept dogs on any of our courses or walks. This is due to ground-nesting birds, cattle and livestock, terrain and weather, other group members, members of the public, other dogs etc. *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 to secure the booking, unless otherwise specified by Northern Mountain Guides. Payments for international expeditions will be a deposit on booking with full balance required minimum 3 months prior to travel departure day. Current deposits are £300 for Mount Toubkal and £500 for Kilimanjaro, deposits for international trips are non-refundable due to setup costs with our international teams.
- **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:
 - * more than 28 days prior to event, 50% of full event cost
 - * 28 days or less prior to event, no refund
 - * Expedition trips are subject to the following cancellation policy –
 - * 3 months or more prior to travel departure, loss of deposit
 - * less than 3 months prior to travel departure, no refund

Northern Mountain Guides liability is limited to the cost of your chosen walk only. We strongly recommend you have adequate travel insurance in case of cancellation.
- **Northern Mountain Guides 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 Northern Mountain Guide'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 date.
 - * 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 may attend if accompanied by a parent or legal guardian, and with prior agreement with Northern Mountain Guides 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, and/or Walk or Course Overview, which gives more details of the chosen activity. Together the Consent Form, Terms & Conditions, 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.

Your contract is with: Sean Schofield, Northern Mountain Guides, 21 Manor Close, Consett, County Durham, DH8 8BN

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

Sean Schofield is a qualified MTA Mountain Leader and holds a current Outdoors First Aid certificate as well as Public and Professional Liability Insurance, as do our full team of Mountain Leaders.

