

# Lupine Adventure Co-op: Booking conditions: Instructor only.

Working under the direction of your qualified staff to your organisation's procedures and risk assessments

## 1 Terms and Definitions

**Lupine Adventure Co-operative Ltd:** Lupine.

**You / Your:** The organisation booking the service.

## 2 Bookings and Payment

In order to secure your booking of Lupine's services you will need to pay the full invoice by at the latest six weeks before the delivery of each programme element. Lupine prefer payment by bank transfer and our account details will be on the invoice that we send you. If you would prefer to send a cheque you can send it to the address on the invoice.

## 3 Safety on the activity programme

All Lupine instructors are suitably qualified, experienced and will hold a current First Aid qualification (or equivalent).

It is your responsibility to brief our instructors about your expectations, their roles and the risk assessments and procedures that they are to work to. Our instructors must be provided with up to date and relevant medical information about the participants they are working with.

All participants and groups must be properly equipped for the planned activity.

If the Lupine instructor has serious reservations about the suitability of a participant's personal equipment or clothing, or a group's collective equipment they will work with you to attempt to rectify the situation. Serious reservations can arise due to, but are not limited to, concerns over suitability of footwear (good tread is often essential), quality of waterproof layers and forgotten Ventolin inhalers or adrenaline auto-injectors. If it is not possible to rectify the situation they will work with you modify the activity or may refuse to take some or all of a group on the activity. There will be no monies refunded under those circumstances.

## 4 Cancellations by you

As the planned activity programme date comes closer the number of pre-incurred costs such as pre-paid transport costs, and instructor cancellation fees increases. We value the support of our clients and will always seek to minimise the costs of cancellation to you.

Cancellations made by you more than six weeks in advance of the activity programme date will incur a cancellation fee to cover costs incurred of up to a maximum of 10% of the full cost.

Cancellations made less than six weeks in advance will incur a cancellation fee of up to the full cost.

For the purposes of this document the re-scheduling (postponement) of an activity is no different to a cancellation.

## **5 Cancellations by Lupine**

Lupine reserve the right to cancel the provision of staff at our discretion. In the event that staff cannot turn up as planned we will work with you to attempt to find you a suitable replacement. If this is not possible, we will refund 100% of what you have paid Lupine. However, Lupine cannot be held responsible for any other loss that you may have incurred.

## **6 Cancellations outside of control of you or Lupine**

In the event that your event is cancelled due to events such as natural disasters, extreme weather, disease outbreak or government directive there may be a cancellation fee to cover costs incurred by us which may be up to the full cost. However, we value the support of our clients and will seek to minimise the costs of cancellation to you, where possible. You are advised to take out activity insurance if you wish to be covered for this potential loss.

## **7 Refunds**

Any refunds provided and accepted by you will be a full and final settlement of any claims arising whether under contract or the Package Travel and Linked Arrangement Regulations 2018 (or any subsequent legislation).

If you wish to dispute the refund being in full and final settlement, you must raise objection to us, in writing, within fourteen days of Lupine sending the refund. This must be done via email to [finance@lupineadventure.co.uk](mailto:finance@lupineadventure.co.uk). You must also repay the full amount of that refund to us within fourteen days of raising an objection.

For the avoidance of doubt, you will be deemed to have accepted the refund in full and final settlement if no objection is raised within fourteen days and repayment of the refund made.