

Terms and Conditions

Applicability of Terms & Conditions

These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the customer or implied by custom or practice. Other terms and conditions are expressly rejected by the company.

Booking Conditions

- The contract shall be formed when the company acknowledges acceptance of the customers booking form and required payment.
- Participation in adventurous activities entails some risk of injury. All staff employed by the company are trained and appropriately qualified to run activity sessions and will at all times proceed in a manner to limit the risk of injury. However, customers need to accept that accidents and injuries can happen.
- Any customer under the age of 18 years must have the explicit permission of his/her parent or guardian before being able to take part in any activity/course offered by the company. The parent or guardian need to be aware and accept the risks involved in adventure activities and satisfy them accordingly.
- The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused.
- All bookings are on the basis that the customer will, at all times, observe the safety regulations set by the company.
- The contract is subject to availability of a course place/date and the acceptance by the customer of these terms and conditions.
- Neither the company website or literature constitutes an offer nor may the company correct any errors or omissions to its published prices at any time prior to the confirmation of the contract in accordance with this condition.
- All information is produced in good faith that it is accurate at the time of going to press.
- Any current price list replaces all previous price lists.

Fees

- Places can only be reserved by the company receiving a completed booking form and a non-refundable deposit of £50 or 25% whichever is the greater.
- The balance of the fee is payable 6 weeks prior to the commencement of the course. In the event that the balance is not paid the company will have the discretion to treat the booking as cancelled by the customer. The time for payment shall be the essence of the contract.
- The whole course fee is required to reserve a place for any booking made within 6 weeks of the commencement of the course.

All Fees

- Cheques should be made payable to "John Lucas" and sent to: John Lucas, 103 Springfield Road, Morley, Leeds. LS27 9TA
- Balance payments must be received 6 weeks prior to commencement of the course as no reminders will be sent.
- In the event of any cheque from the customer being dishonoured a charge of £25, or such other sum as the company may from time to time advise the customer will be made to cover bank and administrative costs.

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Amendments by the customer

Substitution of the original customer for another can be made provided at least 2 weeks notice is given by the substituted customer to the company and the substituting student satisfies the requirement of the course. All substitutions must be made with the consent of the company with both the substituted and substituting customer being jointly and severally liable for the total course fee as well as an administrative cost of £25.00 per course/substitution.

A customer may apply, in writing, to change course or course dates as long as the original booking is more than 6 weeks from the date of the request. The new course must be one that appears on our website. An administrative charge of £25.00 is payable at the time of change. Any requests to change course or course dates within the 8 week period will be dealt with under the terms and conditions relating to cancellation by the customer.

Cancellation by the customer

All cancellations must be in writing and sent either by post, fax or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

The customer will be charged on the following basis:

- Deposits are non-refundable.
- 75% of the total course fee where cancellation takes place less than 6 weeks but more than 2 weeks before the commencement of the course; or
- 100% of the total course fee where cancellation takes place within the period of 1 - 14 days before the commencement date of the course; or
- 100% of the total course fee where cancellation takes place on or after the commencement date of the course.

Cancellation by the company

Whilst every attempt is made to ensure that courses/activities actually run, the company will notify the customer of cancellation as soon as practicable where it believes on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the course/activity.

The company shall notify the customer of cancellation not less than five days prior to the commencement of the course where numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum.

Cancellation by the company does not affect a customer's right to a refund of travel costs that he/she may have incurred prior to the cancellation and since lost except in the circumstances set out in the clauses above.

In the event of cancellation customers will be offered the choice of the following options: -

- Full refund of the fee paid; or
- Another booking on a different date.

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Health

Customers participating in courses/activities must expect to be involved in adventurous and sometimes strenuous activities. Although prior experience and/or training is not necessary on all the courses/activities customers are expected to be of good general health. The medical section must be completed as part of the booking process. All prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration and the commencement of the course must be reported. The customer must satisfy him/herself that taking part in the course is within his/her own capabilities. The company reserves the right to refuse a booking on medical grounds if it is considered to be detrimental to the safety and smooth running of the course.

Equipment

Customers shall provide all necessary equipment for the activity and John Lucas or is designated coaching staff are not under any liability whatsoever in the respect of loss or damage to personal property, however caused, whilst attending the course.

Insurance

John Lucas recommends that all customers take out personal insurance for the activity. This can be obtained from the BMC or Perkins Slade

Photographs

John Lucas may take photographs or video during your course. These images remain the property of John Lucas and may be used as a marketing resource by John Lucas or any company John Lucas is associated with. If you do not wish John Lucas to these images then please notify us of this in writing

Data Protection

All information passed to John Lucas will be treated as confidential and will only be passed to third parties with the prior consent of the customer. Customers should know that information will be passed to John Lucas designated staff or affiliates or the BCU as is appropriate for the running and certification of courses. Email address will not be passed to any other persons or companies apart from the situation described above

Water levels

Some courses require particular river levels. This is most important when running 4 and 5 star courses. We endeavour to plan course for the time of year that we would expect to get the appropriate amount of rainfall. For water dependant courses a final decision as to the viability of the course will be made 3 days before the course is due to start. If a course is cancelled at this point then customers will be offered the pre arranged alternative date. I f that that date is cancelled then customers will be given the opportunity to have a full refund.