



Icicle climb | trek | ski

Terms & Conditions of booking

Registered office: Icicle Mountaineering Ltd,
Adminzone, Earnshaw Business Centre,
Hugh Lane, Preston, PR26 6PD, UK
www.icicleUK.com

Please take the time to read through these terms and conditions, if you are booking a trip through us. They have been written in plain and simple English, with no complex legal terminology. We just want you to understand what you are booking, and under what terms.

1) General important points to note

All bookings are made with Icicle Mountaineering Ltd, whose registered and contact address is Icicle, Adminzone, Earnshaw Business Centre, Hugh Lane, Preston, PR26 6PD. Icicle Mountaineering Ltd is a Private Limited Company registered in England under number: 4136635 and trading as 'Icicle' or 'Icicle Mountaineering', and for ski holiday accommodation as 'Ski-Pod'. All mention of 'the company', 'Icicle Mountaineering' or 'Icicle' make reference to Icicle Mountaineering Ltd, and all reference to 'the directors' make reference to the Directors of Icicle Mountaineering Ltd (details of which are held at Companies House and the registered company address). Any contract or agreement with Icicle Mountaineering Ltd is governed by the laws of England / Wales whose courts will be the competent courts of jurisdiction. Please note that all prices quoted on the website or in any publicity material, are in pounds sterling, and not in any other currency.

2) Booking procedure and payments

Complete the online course Booking Form, and ensure that you complete all the required fields, which are marked with a red asterisk. You are also asked to accept a declaration at the base of the form, where you accept or reject whether you meet the advertised pre-requisite levels of experience and fitness. Each course advertises the levels of experience and fitness required, and by accepting the declaration you are clearly indicating that you have this. When you submit the online booking form a course deposit of £250.00 is charged. Note that this is non-refundable, subject to current consumer legislation, especially the 1992 Package Travel Regulations. Where the total course fee is £250 or less the total amount will be charged automatically upon booking. If your payment clears, you are automatically sent a confirmation and invoice, as well as course documentation. The payment for any outstanding balance must be received no later than 8 weeks (56 days) before departure, and our online system will send you reminders, and then a link to pay the course balance. A contract is made when we accept your booking, which is signified by the date of the invoice or the e-confirmation and payment processed when booking online via our secure server. All bookings and contracts are made with the individual who submitted the booking form as solo traveler or the group leader, regardless of who pays. If we cannot accept the booking, due to a system error or for operational reasons, any money paid will be promptly refunded. All booking forms that are submitted are manually checked within two weeks of being submitted. If there are any cases that the experience you outlined does not seem to match the course pre-requisites that you self-declared you met, we will contact you to request further information. If you then meet the course pre-requisites, the extra details you submit will be added to your booking file. If you do not meet the pre-requisites that you falsely self-declared you had, you may be subject to availability, be offered the possibility of transferring onto a course that matches your level. In all other cases of mis-declaration, you will forfeit your deposit payment, and will be removed from the course with immediate effect. We advertise the pre-requisites carefully to protect you and others, and cannot allow those who make false declarations to join scheduled courses where their lack of level could impact on other clients. Bookings are made with the individual who submitted the Booking Form, and it is this named individual who is to attend the course. Bookings may not

be transferred between individuals, or resold by any means. In cases where several people are listed on the same booking form, the party leader is sent confirmation for multiple spaces and is liable for all payments. Where bespoke trips are organized, the prices quoted are per person, based on a fixed number of people in the group, and if all the prospective clients fail to book, the group organiser is liable for paying the extra payment(s) for those who did not book. All bookings are made directly with Icicle, and not through any agent. Bookings within 8 weeks (56 days) prior to departure must be accompanied by the whole balance (non-refundable), and regardless of what amount is indicated on the form, the full balance will be charged to your card. Icicle reserves the right to refuse bookings at any time, without giving a reason. Your invoice indicates the date by which Icicle must receive the full trip balance. It is the responsibility of the client to ensure this date is met. In the unlikely event that the balance is not received within these specified times, Icicle Mountaineering Ltd reserves the right to cancel your booking, and your deposit (and any other monies paid) will be forfeited (unless a delay in your payment has been agreed in writing by a Company Director). Icicle Mountaineering Ltd can only accept payment by cheque, debit or credit cards (we only accept Mastercard, Visa, Switch, Delta and Solo. We do not accept Maestro, JCB, American Express or Diners Card, etc). Also we do not accept direct bank transfers. For payments by credit card, a 3% charge will be incurred by the client. It is the responsibility of the client to ensure that all passports, visas, insurance policies, and all other legally required documentation is in order before departure.

3) Late payment penalties and procedures

If you book on a trip within 56 days of departure, the whole balance is owed immediately. We reserve the right to refuse any bookings sent in this timescale that are only accompanied by a deposit. For those clients booking more than 56 days before departure who opt to pay only the £250 deposit, rather than the whole balance, we reiterate that the balance must be paid at latest 56 days before the trip commences. The payments are classified as accepted once cleared funds are in the Icicle account. If anyone pays later than this deadline, an automatic fee of £100 is charged. To verify the amount owed for your balance payments, look at the invoice supplied with your confirmation. In any case of late payment we reserve the right to cancel the booking, and any payments made before then will be forfeited. In cases where bespoke trips are organized, should all the funds from each member of the group not be paid by the deadlines outlined above, any monies paid to date by other members of the group will be forfeited, and the bespoke trip cancelled.

4) Financial protection for our clients

Your booking is financially protected through our bonding with the Travel Trust Association (membership U3307). This bonding fully complies with the 1992 Package Travel Regulations, and all guidelines proposed by the Department of Trade and Industry to protect clients on package holidays. Icicle follows the strict code of practice of the Travel Trust Association (TTA), and all monies that you pay to Icicle (by credit card, debit card, or cheque) are held in trust until after your course has ended. This protects you in the highly unlikely event of our insolvency, and furthermore all monies paid by you are fully insured on the 'Safe Seat Insurance Policy' fidelity scheme. Please note that this insurance policy is

for your funds only, and is not activities or travel insurance (see section 10. Insurance & Disclosure). We are licenced by the Civil Aviation Authority and hold ATOL Number T7228. This ensures that in the event of our failure your money will be protected; if you are on holiday at the time, arrangements will be made for you to complete your holiday and return home. The flights we provide are supplied by other ATOL holders and are protected by their bonds. For further information, visit the ATOL website at www.atol.org.uk. The payments you make for your flight are held by us (in our trust account) on behalf of the ATOL holder who is supplying your flight, until the date we pass on the money to that ATOL holder. The ATOL holder supplying the flight will issue an ATOL confirmation invoice to confirm its contract with you. We will forward it to you no later than the day after it has been received.

5) What is included in course packages

The course itinerary on the website details the exact course inclusions and exclusions, and you should refer solely to this for details of what you have paid for, and what extras to budget for. The following are included for most courses; a) All costs for course leaders, IFMGA mountain guides / UIMLA leaders and group assistants, b) Shared en-suite ski rooms with kitchenette (up to 4 people sharing) in Chamonix on B&B basis (continental) or shared (up to 4 people sharing) hotel or gite rooms (no star rating), c) Half-board mountain refuge fees (incl. continental B & B and cooked three course evening meal) as specified on the course itinerary, d) Safety talk at start of course, daily briefings and evening training presentations / theory sessions, e) Course Information pack upon the processing of the Course Booking Form, f) Free course gift is a mountaineering theory booklet produced by Icicle, g) All course prices are inclusive of VAT (unless otherwise stated).

6) What is not included in course packages

a) Personal travel insurance, equipment hire or purchase, bar bills, laundry, telephone, charges for excess baggage and optional tips, b) Charges for extra nights in huts in addition to those specified on the detailed course itineraries, or alternative activities with their associated travel & uplift, c) Any bills in addition to standard half board tariffs in mountain huts, and your choice of packed lunches & evening meals in Chamonix, d) If your course over-runs beyond the days specified in the detailed itineraries, you are responsible for any costs incurred (e.g. guiding, huts, lifts, flight & transfer alterations etc), e) Use of cable cars, mountain railways, and road transport (as specified as not included by the course itinerary), f) The cost of travel to Chamonix (i.e. flights and airport transfers). You are instructed not to make any travel arrangements before your booking has been fully accepted onto the course, which is signified by your receipt of the Course Information Booklet and Invoice. This procedure is in place to protect you in the event of your booking not being accepted.

7) Cancellation, transfers and refunds

Should you wish to cancel, you must inform Icicle Mountaineering Ltd in writing (e-mails and telephone calls are not acceptable), and cancellation will be effective from the date of receipt by the company. All deposits and extras are non-transferable, and are forfeited upon cancellation. If the booking was made within 8 weeks (56 days) prior to departure all monies are forfeited. In all other cases, upon cancellation the following scale of charges apply: a) More than 12 weeks (84 days) prior to departure - incurs a loss of deposit. b) Between 6 weeks (42 days) and 12 weeks (84 days) prior to departure - incurs charge of 50% of total monies owed. c) Less than 6 weeks (42 days) prior to departure - incurs charge of 100% of total monies owed. If the full balance is not paid on the date of cancellation, you authorise us to charge the

card with which you paid the deposit, with all the remaining monies owed. Should a client wish to transfer their trip dates, for whatever reason, Icicle Mountaineering may offer availability on another trip of the same type and value, during the same season and year, to the one booked. Transfers from one date to another incur a £50 transfer administration fee. Transfers requested within 8 weeks (56 days) of the start of the trip originally booked will be treated as cancellations. In all cases where refunds are due, this will be payable by cheque for the proportion of the advertised trip value, and any card charges that have been incurred are forfeited. In case of group bookings, where one or more group members wishes to cancel, the booking(s) for the other individual(s) still stands, and if they cancel due to not wanting to attend without their friend, the standard terms of cancellation apply. Should any client fail to pay a course balance by the 56 day deadline before the course starts, Icicle reserves the right to cancel the client from their course, and any monies paid to date will be forfeited. If you wish to raise any issues that you are unsatisfied with, or for which you are applying for a refund, you must put these points in writing within one week of the date of the issue. Complaints will not be considered if they are made outside this timescale. Refunds in whole or in part for any trip are at the discretion of Icicle Mountaineering Ltd, and can only be offered and arranged by consultation with the Company Directors. No discussion will be entered into on this point. Refunds may be financial or in the form of goods or services such as free guiding or hire equipment. If you received an Icicle kit bag, and are cancelling, any refund due will be minus the £50 value of the kit bag that remains yours. Should a client be paid or receive any refund, following the date of receipt of the refund, the client accepts that their issues have been resolved in full to their satisfaction. At this point the client acknowledges that no further monies are owed, or representations will be made to Icicle or other bodies including, but not limited to, via the internet.

8) Accommodation and supplements

While in Chamonix (unless otherwise specified), clients are based in shared en suite ski rooms with kitchenette (2 or 3 people sharing) in Chamonix on B&B basis (continental) or shared (up to 4 people sharing) hotel rooms (no star rating) on B&B basis (continental), which are allocated at 18:00 on the day the course is scheduled to commence. If clients are unwilling to accept the possibility of sharing with others or people of a different sex, they are instructed to opt for an accommodation upgrade at their own cost. Requests for single accommodation, upgrades or extensions must be noted on the Booking Form, and are provided subject to availability and an additional charge. Icicle Mountaineering will provide you with a quote for the dates / duration requested before processing your Booking Form. Accommodation check out time is 10:00 on the day of departure. If you instruct Icicle to book airport transfers for you from Geneva to Chamonix, you are responsible for providing the correct details, and authorise Icicle to book transfers for you, using the card details you originally booked with. By doing this you accept that your airport transfer booking is direct with our partners, and you accept their terms and conditions or carriage. The cost of the airport transfers is 25 euros per person each way plus TVA (French version of VAT @ c.5.5%).

9) Damage to accommodation or equipment

a) All accommodation (apartments, hotel, Gite rooms, and Alpine refuges) used by clients of Icicle Mountaineering Ltd are checked before clients arrive and on their departure. If, in the opinion of Icicle staff, any damage has occurred, any items are found missing, or the accommodation requires extensive cleaning, the company reserves the right to split the costs involved in the restoration / cleaning / replacement equally between the occupants. b) If any item of equipment owned / operated by Icicle

Mountaineering or one of its staff (e.g. Guides, Reps, etc) or another client on an Icicle course, is lost or damaged in any way (e.g. dropped ice screw, broken ice axe pick, or crampon spiked rope), the client is responsible for replacing the item immediately on a new for old basis. This is common decency. Should a client leave without replacing any item(s), by signing the booking form, they authorise their card to be charged with the cost of the replacement items, plus a £20 administration charge. c) All clients are provided with a room key, and this must be returned when you check out. If this does not happen, for whatever reason, we have to replace the door lock for the security of current and future clients. By signing the booking form, you authorize us to charge your card £20 for lost keys. d) Due to the nature of this activity holiday, and your accommodation (e.g. mountain huts and bivouacs), you should accept full responsibility for any wear, accidental damage, or loss, which occurs to any of your property. No liability is accepted by Icicle Mountaineering for your belongings, which should be fully insured and cared for whilst travelling or on a holiday.

10) Accommodation only holiday terms

Icicle operates ski holiday accommodation on its 'Ski-Pod' brand, and these terms are in addition to all the other terms. The booking form asks for a first and second choice of apartment. If your first choice is not available we will automatically confirm your booking for the second choice. Check in is at 17:00 on the day of arrival, though after 15:00 may be possible. If you arrive after 18:30 the keys and directions to the flat are left in a local bar, in an envelope with your name on it. The bar is only open until midnight, so if you arrive late you will have to pay to stay in a hotel for the night. If you arrive after 18:30 without alerting us beforehand, you will not be able to gain access to your flat until the next morning, and you are responsible for arranging alternative accommodation and for any costs incurred. If you collect the keys from the office, we accept a damage deposit in the form of a credit / debit card impression. For arrivals after 18:30, you agree to visit the office in its opening hours, within 24 hours of arrival, for a damage deposit form to be completed. Up to one key is provided per person, and a £20 charge is made per lost key to supply a new lock and keys. We cannot be held liable for issues with the apartment building, such as broken lifts, power cut, etc. If we are informed of any issues, we inform the syndic who run the building for them to arrange immediate repairs. Clients are provided with a tourist card "carte d'hôte" that entitles you to: free travel on the train and bus network between Vallorcine and Servoz, the free 'Mulet' shuttle bus around town, and a whole host of discounts. As this tourist tax (taxe de séjour) is obligatory, you are charged this at a rate of £1 per person a day for your stay, and are given your "carte d'hôte" cards upon arrival. Check out is before 10:00 on the morning of your departure. Late departures will be automatically billed for an extra night (pro rata on weekly rate). The flat must be left in the same clean and tidy condition as it was upon arrival. Bedding must be stripped and folded, and bins emptied. Uncleaned flats will be billed at £20 per hour or part thereof. Upon checking out we will inspect the accommodation for any damage. If any item has been broken, it must be replaced on a new for old basis. We accept wear and tear, but any wanton damage is totally unacceptable. If any has occurred you will be billed £20 per hour to rectify the damage, plus the costs of materials. In addition if the repairs influence others, you will be billed the cost of their alternative accommodation, until the date that the repairs are complete and they can move back into the repaired accommodation.

11) Food, fire, health and safety

Icicle Mountaineering endeavors to maintain UK standards of fire notification and evacuation, food safety and Health & Safety standards in all its premises (both in the UK and abroad). Icicle

reserves the right to accept no responsibility for the standards of premises / devices owned or operated by other parties. Clients must appreciate that they inhabit premises, utilise transport and consume food / beverages at their own risk, and must acknowledge (by signing the Booking Form) that they agree to accept the standards of the country they are visiting. The company operates a system of Risk Assessment in all operational aspects. If a client believes that they identify a risk during their trip, they must inform the company immediately. Any failure to do so will be treated as a failure of disclosure by the company.

12) Insurance and disclosure

Icicle Mountaineering requires clients to arrange activities insurance as soon as their booking has been confirmed by e-mail or letter. The activities insurance arranged by the client must provide cover for all elements / activities that may be included in the trip (as specified in detailed itineraries, or as part of your own plans), hospitalisation, trip cancellation, mountain rescue and repatriation. The cost of medical and other treatment overseas can be high and Icicle will not be able to assist in meeting these costs. Icicle reserves the right to remove anyone from a trip who has not obtained suitable and comprehensive insurance, or who cannot provide documentary proof in English of such insurance, until such time as they have obtained cover. Please note that all clients will be asked to show both their activities insurance documents and passport prior to the any guiding commencing, and you should carry a hard copy (not electronic) with you each day. We cannot be held liable or responsible for any elements of your holiday that are considered "own arrangements" and that are not included in our package. We recommend that sufficient insurance is therefore obtained. All guided courses offered by Icicle Mountaineering Ltd assume a level of general good health of the clients who book on them. Any health issues or dietary requirements that may impinge upon your safety or enjoyment on the trip (i.e. asthma, altitude sickness, vegetarian meals, allergies, or any medication being taken) must be noted on the Booking Form. The company will endeavor to allow for noted requirements, and any difficulties will be made known as soon as they arise. When completing your Booking Form you undertake to self assess if your experience and fitness meets the advertised requirements for the trip. We accept bookings in good faith that you have met the pre-requisites for the trip, and accept no liability should you be removed or excluded from all or any part of a trip by a guide or member of Icicle staff, who deems that your level does not match the minimum requirements. Icicle Mountaineering reserves the right to remove any individual concerned who fails to disclose material fact on the Booking Form, or who makes any disclosures believed to be in any way dishonest, without any monetary refunds or compensation.

13) Hazards and force majeure

Climbing, mountaineering, skiing, trekking and other outdoor pursuits are dangerous and hazardous activities, with the potential of injury and fatal accidents, which clients must accept at their own risk (signified by signing the declaration on the Booking Form). Icicle Mountaineering Ltd, and its Directors, reserve the right to decline responsibility in cases of damage, illness, injury or death sustained during a holiday or travel, caused by a client's negligence or non-application of instruction or the improper use of equipment. Icicle will not be held liable for any uninsured damage / loss of property. Icicle Mountaineering aims to adhere to its detailed itineraries, though if any deviation from these is deemed necessary by Icicle staff, customers will be notified as soon as possible. The company reserves the right to change any element of any trip at any time, as deemed necessary by its Directors or Guides, without refunds of any monies or compensation. The company cannot be made liable for the consequences of strikes, industrial action, quarantine, delays / cancellation of travel plans,

wars, sickness, riots, weather, conditions (including rock fall, avalanche and ice fall), terrorist acts, government intervention or other occurrences.

14) Responsibility

a) The detailed itinerary of each guided trip details the times at which you are under the supervision of members of Icicle staff, a qualified instructor (or Mountain Guide / Leader). These include all periods spent undertaking climbing, mountaineering, skiing and outdoor pursuits. During these periods clients must remain with the member of Icicle staff, a qualified instructor (or Mountain Guide / Leader) at all times. Icicle accepts responsibility only if negligence of the company is proved, subject to UCTA, 1977. b) During periods of activity or travel where you are under the supervision of a professional (e.g. IFMGA Mountain Guide or Aspirant Guide, or UIMLA Leader) your health and safety are the direct responsibility of that professional, and any issues of negligence rest with that individual. Clients must accept that the professional activities leader is fully responsible for informing both them and Icicle of routes / conditions that they deem safe to attempt, and for which they are professionally qualified to lead. By entering any vehicle or uplift, the client accepts that their safety is the responsibility of the owner of the transportation, and not of Icicle. c) If there is any day where an Icicle Representative (not a guide) accompanies a group, they are deemed not to be a part of the group, and are independent from it and from the responsibilities of the Mountain Guide; this is to say that the Guide is in full and total control / responsibility of the clients safety and welfare, and no direction from the Icicle Reps should be adhered to, as all queries must be directed to the Mountain Guide / Leader. d) If a client leaves the supervision of the member of Icicle staff, a qualified instructor (or Mountain Guide / Leader), they will be deemed to have immediately removed themselves from the trip, and Icicle will not be held liable for any damage, illness, injury or death, which is subsequently sustained. e) The detailed course itineraries include periods of time without the supervision of a member of Icicle staff, a qualified instructor (or Mountain Guide / Leader). In these periods, and any periods during which the client has opted out of the scheduled course activity, the client must accept full responsibility for their personal health & safety, actions, and any activities they choose to undertake, are done so at their own risk (in particular any climbing, mountaineering, or any other outdoor pursuits (which Icicle recommends is supervised by a suitably qualified professional). f) Where excursions / activities are booked locally (e.g. helicopter flights or paragliding), your contract is with the local person or company operating the excursion / activity, and Icicle has no liability or responsibility for the operation of the excursion / activity. g) It is the responsibility of the client to attend the pre-course itinerary, equipment and safety briefing, usually at 17:00 on Sundays, but see the detailed itinerary for exact timings of this. Failure to attend this will result in you being unprepared to commence the trip with the others, and we reserve the right to stop you undertaking the guiding until such time as we can brief you fully, and you can rejoin the group without impacting on the course and the other clients. It is your responsibility to pack all items detailed on the Course Specific Kit list section of your invoice, and to carry all these items every day, unless specifically briefed otherwise. Failure to carry this equipment may result in you being unable to undertake your trip, and it will be deemed that you have removed yourself from the trip at that point. h) If for whatever reason, you leave the guided group, you are responsible for any costs that you incur in so doing. i) Please note that in any event, any compensation payable for claims against

Icicle Mountaineering Ltd (other than compensation for personal injuries) will not exceed the cost of your holiday.

15) Authority

a) Icicle Mountaineering Ltd wants you to have the most enjoyable trip possible from departure to return to the UK, or your country of origin. Employees therefore have the company's authority to act in any way that they deem to the benefit of the group, other clients, or the company as a whole. Signature of the Booking Form implies acceptance that any designated member of Icicle staff (or any qualified instructor or Mountain Guide / Leader) has the authority to remove an individual from a trip, or periods of accommodation extension, at any time. b) Individuals would be removed if the company believes that the individual's health or well-being is at risk, that they may have been involved in an illegal act, or an act which could be detrimental to the group (especially disclosures believed to be false on the Booking Form), other clients, or the company as a whole (in particular the safety, health, well-being, or enjoyment). c) Should an Icicle employee remove an individual from a trip or period of accommodation extension, the individual concerned would be entitled to no refund or compensation in any form. The individual would not be entitled to take part in any further guided activities or alternatives. The individual would be required immediately to vacate the accommodation provided by Icicle, and would be responsible for arranging their return journey from Chamonix and the whole cost of so doing. d) All Icicle guides and reps have signed an agreement to not provide any of their personal contact details to any Icicle client. If any Icicle staff or guides are asked for their details, the individual(s) concerned will be immediately removed from the trip. e) Whilst on a trip, Icicle staff, Icicle clients, or others may take photographs or film material of you. By signing the booking form you agree to forfeit any rights or control over the use or publication of this material in any way and grant permission for any use of this material deemed appropriate by Icicle, and are not entitled to any free reproductions, disks or hard copies of this material. By donating any photographic or film material to Icicle, you are granting Icicle free use of this material in any way that they deem appropriate. f) Whilst on a trip (or accommodation extension), should an individual choose to leave or opt out of any part of it (whatever the reason), they are entitled to no refund or compensation in any form. Icicle is not responsible for the organisation or payment of any alternative activities.

16) Accuracy of website and pricing

We make every effort to ensure the accuracy of the information on our website at all times, but if you find any contradictory or ambiguous detail on the website, you undertake to ask us for clarification before incurring any costs or making any arrangements. We aim to provide sufficient information for you to assess your suitability for any of our trips, but if you are in any doubt then you undertake to contact us before booking for clarification.

17) Validity of Terms & Conditions

If you do not understand any element of these terms of booking, get in contact with us, so we can clarify any points for you. These terms are valid until 31/11/2012, or when updated or superseded by a new brochure. Please print off a copy of the Terms & Conditions for your reference when you book, and note that by sending us a Booking Form via the internet or by fax or the post, that you agree and understand these terms and conditions in full.

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