

# 2019 Terms & Conditions

Icicle Mountaineering Ltd  
Church Street, Windermere, Lake District, LA23 1AQ



Please take the time to read through these terms and conditions. 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. If you do not understand and accept any of the points made below, please contact us before booking for clarification, as all bookings require acceptance of these terms.

## 1) General important points to note

All bookings are made with Icicle Mountaineering Ltd, whose registered and contact address is Icicle, 11a Church Street, Windermere, Cumbria, LA23 1AQ. Icicle Mountaineering Ltd is a Private Limited Company registered in England under number: 4136635 and trading as 'Icicle' or 'Icicle Mountaineering', hereafter only referred to as Icicle. All mention of 'the company' or 'Icicle' make reference to Icicle Mountaineering Ltd, and all reference to '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 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) Online booking procedure

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 as well as these terms and conditions. Each course advertises the levels of experience and fitness required, and by accepting the declaration you are clearly indicating that you have this. Spaces on courses without minimum numbers are guaranteed from the moment of booking, subject to this being over 8 weeks (56 days) before a trip departure. If you are looking to book a trip within this timescale, please contact us first to confirm availability, before completing a booking form. 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 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 made 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 must be paid within 24 hours, by clicking the 'Pay Now' link on the booking invoice. Icicle reserves the right to refuse bookings at any time, without giving a reason.

## 3) Booking deposit and balance payments

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. 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 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 can only accept payment by debit or credit cards (we accept Mastercard, Visa, Switch, Delta and Solo. We do not accept Maestro, JCB, American Express or Diners Card, etc). No card charges or fees are levied. We do not accept direct bank transfers or cheques. 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. If any online payments are made before the

payment deadline and, without cancelling your course space, you elect for any part of these to be refunded, any refund will be issued by cheque within one week of the refund request, and it will be less a £25 administration charge for time, inconvenience, and postage.

#### **4) 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. You are sent an electronic invoice with a pay now link to make the payment. 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 added to your account, and you are sent a revised electronic invoice. If this is ignored, you authorize your card to be charged the balance plus a £25 handling fee. 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 above, any monies paid to date by other members of the group will be forfeited, and the bespoke trip cancelled.

#### **5) 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 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 that you need to arrange yourself.

#### **6) Privacy and data protection**

When you book a trip, you agree that we securely store the data contained on that form for financial compliance, tax, accounting, and health and safety purposes, for a minimum of 10 years. In addition as an existing or recent client, you authorise us to contact you during this 10 year duration, for the purposes of administration for your holiday logistics, and to contact you afterwards with information and future course details you may be interested in. At any stage you retain the option to unsubscribe, or update your preferences, however this is inadvisable before or during a holiday, as the majority of our contact with you is via e-mail. We take the management and control of any of your data very seriously, but as a tour operator we have to share some information with our two financial and travel bonding trusts (Travel Trust Association and ATOL), both of which we hold a license with (TTA U3307, ATOL T7228). We only share the required minimum data with them, to protect you in the unlikely event of our insolvency. This is a requirement of UK and EU law. We don't sell any of your data to any third party, and at any stage you can exercise your legal right to request a copy of your data from us. Note that by booking a course you agree that we can hold your booking form and associated data

for a minimum of 10 years. In event of any health and safety concerns we will hold this for a minimum of 20 years. After these deadlines, you may exercise your rights for us to delete this or any other data on you. These conditions are in addition to our privacy policy; <http://www.icicle-mountaineering.ltd.uk/privacy.html>.

#### **7) ATOL license flight inclusive trips**

We are licensed 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. Your Financial Protection: When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

#### **8) What is included in course package**

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 of our courses; a) All costs for course leaders, and group assistants, b) Shared accommodation in resort and on the mountain, c) Safety briefing at start of course, d) Course Information pack upon the processing of the Course Booking Form, e) All course prices are inclusive of VAT (unless otherwise stated). If any included elements of a course are not provided through force majeure (e.g. a night in a mountain hut is not paid for due to weather), and Icicle has not incurred other associated cost, we will offer a credit voucher of an amount we deem reasonable towards a course starting within one year of the date of the original course. If you opted out of an included element, no refund or voucher is given as it is deemed that you altered the course itinerary. Any voucher is for a fixed amount, and is applicable to a course value of the advertised website price.

#### **9) 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 or less nights on the mountain in addition to those specified on the detailed course itineraries, or alternative activities with their associated travel & uplift, c) Any bills in addition to the standard inclusions, 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 the resort (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 a timescale of exactly two working days after your receipt of the Course Information Booklet and Invoice. This procedure is to protect you in the event of your booking not being accepted.

## 10) Cancellation, Transfers & Refunds

a) Cancellation by client. Should you wish to cancel, you must inform in writing (letters must be sent to be signed for and e-mails with return receipts are acceptable, but telephone calls are not), and cancellation will be effective from the date of receipt by the company or at the date at which any monies owing are paid in full, whichever date is later. All deposits and extras are non-transferable, and are forfeited upon cancellation. We sell course packages, so no partial cancellations for particular elements of the course are accepted. You either cancel the whole package, or attend it all. If the booking was made within 8 weeks (56 days) prior to departure all monies are forfeited. In all other cases, upon cancellation of either the course and / or any extras that you booked (e.g. accommodation upgrade, acclimatization weekend, extra day guiding etc.), 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. 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.

b) Transfers. Should a client wish to transfer their trip dates, for whatever reason, Icicle 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 will incur a £50 transfer administration fee. Transfers requested within 12 weeks (84 days) of the start of the trip originally booked will be treated as cancellations. In all cases of transfers of dates, the payment and cancellation dates of the original course still stand.

c) Refunds. 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. If you wish to raise any issues that you are unsatisfied with, you undertake to inform us immediately, to allow us the opportunity to rectify the issue, and failure to do this will invalidate any claim. If you are applying for a refund, put your points in writing within 28 days of the date of the issue. Complaints will not be considered if they are made outside this timescale, and are limited only to the individual(s) named on a booking form. Joint or group complaints will not be considered, as any issues are particular to each client, and data protection laws will not be breached. We undertake to respond to any complaint within 10 working days (14 calendar days) from the date of receipt, which will be acknowledged by e-mail. 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. Any Icicle representative other than the directors are not entitled to offer refunds or additional services, for whatever reason, and the company will not be bound by any such offers. 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.

d) Cancellation by the company. Should any client fail to pay a course balance by the 56 day deadline before the course starts, Icicle reserves the right to make the choice to pursue the client through the courts to recover the monies owed, or to cancel the client from their course, and in this case any monies paid to date will be forfeited.

## 11) Accommodation and supplements

All valley accommodation is single sex sharing, unless you specify otherwise on your booking form (e.g. married couple), in which case you will be together. In the mountains, there is no accommodation segregation by sex, so you agree to share mixed accommodation such as mountain huts. Where accommodation is in tents on some remote trips, where feasible we keep tents single sex. 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 will provide you with a quote for the dates / duration requested before processing your Booking Form. Accommodation check out time is generally 10:00 on the day of departure. If you instruct Icicle to book or provide any airport transfers, you are responsible for providing us with the correct flight or transport details.

## 12) Damage to accommodation or equipment

a) All accommodation (apartments, hotel, Gite rooms, and mountain huts) 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 by Icicle 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) Icicle will retain any items of lost property found for a period of 28 days from the departure. Items will be returned to you if requested at a minimum cost of £10.00 plus post and packaging. Icicle does not accept any responsibility for the safe carriage of any items returned. e) Due to the nature of

this activity holiday, and the 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 for your belongings, which should be fully insured and cared for whilst travelling or on a holiday.

### **13) Food, fire, health and safety**

Icicle endeavors to maintain the current UK standards of fire notification and evacuation, food safety and Health & Safety standards in all its premises (both in the UK and in Western Europe). 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 undertake to inform the company immediately. Any failure to do so will be treated as a failure of disclosure by the client to the company, as it will prohibit the possibility of Icicle addressing concerns immediately. Failure to do so will also result in any complaint regarding that issue, to be rejected immediately, as the company was denied the opportunity to resolve the issue. Furthermore you will have failed to mitigate losses or to avoid perceived disappointment.

### **14) Expeditions and adventure travel**

Many of our trips are to destinations in remote mountain areas, within under-developed countries, where events are less predictable than is usually the case in, for example, Western Europe or North America. Whilst every effort will be made to adhere to the planned itinerary, it must be realised that in this type of adventurous travel, changes to the itinerary may occur for which Icicle accepts no responsibility, however caused. We will make every effort to inform you of any change, if we know of any change before departure. Your final itinerary may differ in respect of the places where you stay overnight. In particular it may be necessary to alter your itinerary at short notice due to adverse weather, force majeure, mountain conditions, client or leader illness, road conditions, or to operating conditions imposed by owners and operators of accommodation, facilities, aircraft, vessels and other forms of transport. Should such conditions involve clients in extra costs such as accommodation, transportation and meals, such costs are borne by the client. Local guides possess the detailed local knowledge we need to achieve our goals and support our teams. Local guides are not 'guiding' or qualified in the same stringent way as IFMGA International Mountain Guides or UIMLA International Mountain Leaders, but work in a far more traditional sense as route finders and assistants to our expedition members. We encourage our groups to work as teams, helping to support and even assist each other throughout the duration of the expedition. On an expedition you should ensure that you carry your full travel paperwork, permits, passports and visas with you at all times to ensure there are no avoidable delays or changes. With adventure travel, the unexpected is the norm in these areas and, despite painstaking planning and organisation, our adventure holidays can never be taken for granted like regular holidays. Many of the places that we visit do not have the same quality of emergency health and safety services that we are used to in the developed world. Internal flights can be cancelled, road transport is generally uncomfortable and unreliable, and hotels and any star ratings often do not approach the equivalent standards of the West. If you are not prepared for this, you should not travel

with us. The unpredictability of adventure travel also means that the itineraries that we put forward for each of our holidays should be seen as statements of intent, rather than contractual obligations. A variety of factors, including weather, transport difficulties and political instability, might dictate that we change any itinerary. The trip leader will make any changes that are necessary. Only rarely will such changes be significant, and we will always do everything within our powers to minimise the effects of the enforced changes. We cannot be held responsible for the results of changes or delays, irrespective of how they are caused.

### **15) Self-guided trips and bookings**

In the Alps and UK we offer a range of self-guided treks, such as the Tour du Mont Blanc and Haute Route. Note that the routecards used on self-guided treks are suggestions, and that should you opt to alter any section of the route, you would be operating outside the remit of the trip. You are totally responsible for your own safety on self-guided treks, as there is no guiding element to the package. One set of routecards and map(s) is provided per group. If you make any accommodation preferences at the time of booking, such as a hotel of a stipulated standard for a night, or private rooms in huts where possible, you accept that these cannot be guaranteed, though where availability permits we will do our best to meet your requirements. On a self-guided trek, you must meet the specified ability level to guide yourself safely at all times in all conditions. A self-guided trek is just that, not a telephone guided trek from afar. We reserve the right to supply and bill you for a guide to intervene if a group is calling often, and in our opinion they are unable to guide themselves. Accommodation on self-guided treks is made in your name, and it is your responsibility to contact the accommodation if you cannot reach it for any reason. By booking you accept that if you cancel any accommodation we have booked, that you will abide by the cancellation policy of that provider, which in most cases is authorizing us to give them your bank card details with which they can levy any charges for your cancellation. In some locations the accommodation provider can't process remote payments, and so if you fail to pay the provider for whatever reason, you authorize Icicle to charge your card for the invoiced amount, plus both the international bank payments transfer charge of c.£20 per payment and an administration charge of £25 per payment. Note that in most cases the cancellation charge is 100% of the monies owed, within two weeks, so if you depart on a one or two week trek, all the accommodation must be paid for, whether you use it or not. Accommodation is not to be changed on a whim during your trip, as you will incur the full charge for your booked half board stay anyway. We understand if you have to cancel accommodation due to extreme mountain conditions, or an injury, and whilst the providers must be paid, we will assist you with paperwork to make a claim on your activities insurance policy if you have documentary proof of the issue in resort such as a doctor's certificate. You undertake to do nothing to damage the goodwill and relationship of Icicle with all of the accommodation providers, who are our trusted suppliers.

### **16) Insurance and disclosure**

Icicle 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), hospitalization and medical costs, 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. On remote trips not accompanied by Icicle office staff (e.g. Kilimanjaro, Toubkal, Silvretta, Elbrus), you will be sent a declaration form to complete, which details your travel insurance and acceptance of the terms and conditions. This form must be returned within one month of travel, or your space will be cancelled. On trips where you are briefed by Icicle office staff (e.g. most Alpine and all UK courses), you will be asked to complete the same declaration form in person and agree to do so. 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 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 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, with no monetary refunds or compensation.

## 17) Hazards, retraction, and force majeure

a) Hazards. 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 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.

b) Retraction. Icicle reserves the right to annul and retract any booking contract with a client if the relevant economic, geo-political, or regulatory climate concerning the destination of travel with relation to the UK suffers significant change. Examples of this are a currency fluctuation of more than 7.5% between the time of booking and your holiday, exiting a trading block or agreement, changes to any local laws / regulations / permits, changes to tariffs, freedom to trade, or other adverse material change. In event of this situation, Icicle has an option of whether to operate the trip, or to offer you a choice of a supplement or a refund that is limited to the amount paid to Icicle for that trip. In the case of a refund, Icicle will not be liable for payment to you of any compensation for any other element of your trip, such as travel costs, insurance, other expenses, or any compensation for perceived disappointment or inconvenience. In addition, you must ensure that any regulatory changes are covered by your travel and activities insurance, and if necessary obtain extra cover should any items (e.g. EHIC card) cease to provide cover.

c) Force majeure. 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. If the UK Foreign Office does not advise against all travel to your destination, and you decide not to travel on the basis of a perceived threat or hazard, this is seen as a voluntary cancellation, and our cancellation terms apply.

## 18) Under 18's

We only accept clients on our courses who are aged 18 or over at the time of booking onto the course, and so by insisting on this, everyone on a course is legally an adult. Anyone who arrives on a course who is found to be under 18, by either falsely declaring their age or not declaring their age, will be removed from the course at the time of discovery of the fact, and will receive no refund whatsoever either for the course or for their costs in attending it. Some lower level courses may be attended by those aged under 18, if accompanied on the same course by their parent or guardian, but this option is only possible if pre-arranged before booking, and subject to the completion of an under 18 parent / guardian declaration form.

## 19) Itinerary adjustments

a) Icicle 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. b) 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, and all extra costs resulting from force majeure are borne by the client. c) All courses where there are no advertised minimum numbers are guaranteed from the moment of booking, however if on a trip where minimum numbers are advertised which are not met, Icicle will either adapt the itinerary to provide you the same objective with an altered itinerary in order to operate at the same budget, or they will cancel the trip, and this may occur after final balances have been paid, but not less than 30 days before the departure date. d) The company may for whatever reason adjust advertised departure and return dates by 24 hours, even after bookings have been made. e) Icicle cannot accept any financial liability or responsibility for any change of travel arrangements due to any alteration of trip dates / itinerary / cancellation, however caused. f) You are advised to book transferable, refundable travel tickets, with no penalties, should a cancellation / alteration be necessary. g) Icicle cannot be held responsible for any missed connections or transport costs, due to itinerary changes. h) If a named trip leader is advertised, we reserve the right to change them for whatever reason, without any compensation for perceived disappointment. i) If you or the trip leader, opt to alter the itinerary in any way such that extra costs are incurred or due, you are responsible for all these costs. Examples include returning to a town before the itinerary plan due to an early summit attempt, or opting for different objectives incurring extra travel / equipment / guide fee / accommodation / logistics costs.

## 20) 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 / local guide (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, UIMLA Leader, MIC, MIA, WML, ML) or local guide 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 trip leader; this is to say that the leader 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 trip leader.

d) If a client leaves the supervision of the member of Icicle staff, a qualified instructor or local guide, they will be deemed to have immediately removed themselves from the whole of 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 local guide. 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 (other than compensation for personal injuries) will not exceed the cost of your holiday paid to Icicle, and specifically excludes your travel costs.

## 21) Authority

a) Icicle 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 be in 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 trip or expedition 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 home 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 for any other reason than to contact them during the trip for queries about logistics. If you are provided any staff contact details, you agree not to contact them on this after your holiday has ended.

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.

g) We do not accept bookings from people who inform us that they are involved in a charity or fundraising attempt on a mountain, as it puts the individual under too much pressure, to the detriment of mountain safety, which is both unprofessional and has a negative impact on the enjoyment of others in the group. Anyone found to be on a charity ascent on one of our trips, will be removed immediately with no refund whatsoever.

## 22) Accuracy of website, brochures and media

We make every effort to ensure the accuracy of the information on our website and associated administration at all times. If you find any detail contradictory or ambiguous on the website or associated administration, you undertake to ask us for clarification before incurring any costs or making any arrangements. Examples are days / dates not matching, or conflicting prices. Dates and days of travel must be assured before booking flights or airport transfers. 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. We cannot be held responsible for any inaccuracies. Brochure prices are subject to change, and may increase after publication. Our website states the current bookable price.

## 23) 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 31/12/2019, or when updated or superseded by a new brochure, and replace any previous editions. Please print off a copy of the Terms & Conditions for your reference when you book, and note that by sending us a Booking Form, that you agree and fully understand the terms and conditions.

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