

TERMS & CONDITIONS

General Website:

Welcome to the Run Snowdonia website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Run Snowdonia's relationship with you in relation to this website.

The term "Run Snowdonia" or "Snowdonia Running Guides" or "us" or "we" or 'our' refers to the owner of the website whose registered office is 8 Turner St, Llanberis, Caernarfon, Gwynedd, LL55 4ES, UK. The term "you" or 'your' refers to the user or viewer of our website or the Run Snowdonia courses and events.

"Run Snowdonia" is the registered business name.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- While we regularly update the information on the site and keep it as accurate as possible, neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
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- This website contains material and images which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- We are generally happy to link up with other like-minded companies and websites. However, please do let us know if you're making a link to our site.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

General Run Snowdonia Terms and Conditions

These terms and conditions are subject to change without notice. “Run Snowdonia” or “Snowdonia Running Guides” or “us” or “we” or ‘our’ refers to the owner of the company whose registered office is 8 Turner St, Llanberis, Caernarfon, Gwynedd, LL55 4ES, UK. The term “you” or ‘your’ refers to you, the client as either booking or querying a course or general company information.

Booking / Cancellation Policy

- All bookings are made with Run Snowdonia. All contracts between us and you are under the jurisdiction of the courts of England and Wales.
- Please note that all bookings can only be made directly through us. Booking made must be made by the person who is to attend the course and is named on the booking form. Bookings are not transferable in any way to another person. Should you need to change the date of the course, it is up to the discretion of the Directors to move your booking to another course date.
- When we accept your booking for a course or for guiding, we will send you an e-mail confirmation. This confirms the contract between us and you. We reserve the right to refuse any booking. If we can’t accept your booking, any money you have paid will be refunded to you as soon as possible, either by cheque or by transfer to your bank account. If it is required by us to reimburse you via international bank transfer, the bank transfer fees paid by us to undertake the transfer will be deducted from your deposit/payment.
- A place on a course or event will be held for you only upon receipt of the completed booking form, as well as receipt of deposit (50% of course fee). If you are booking the course within 6 weeks of the start date, the full amount of the course fee is due.
- The deposit is 50% of the course/event fee, and the remaining 50% is due 6 weeks before the start date of the course/event. If you book within 6 weeks of the start of a course/event, the full course/event amount is payable upon booking and is non-refundable. Your cheque to us, or your transfer to our account is considered complete only once your funds are received and cleared in our accounts. This means you should allow at least a full business week in order for your payment to clear or for the transfer to be completed.
- If there is still an outstanding balance for your course fees 6 weeks before the course starts, we reserve the right to cancel your booking and you forfeit your deposit and any other monies paid to us. If you have a specific problem with payment, please call the Run Snowdonia offices and we will try our best to agree a suitable arrangement, however this is upon the discretion of the Director. If we agree to change the terms of your payments, the agreement is valid only if it is writing from the Director.
- Should you need to cancel:
 - Cancellation can be made by phone but must be accompanied by a cancellation in writing. Your deposit is fully refundable if you cancel more than 6 months before the start date of the course. If you cancel between 6 months and 6 weeks prior to the start date, you will not be refunded your deposit, but any payments beyond the initial 50% deposit will be refunded to you. No refund can be given for a cancellation 21 or less days before the start of an event or whilst the

event is in progress. We recommend you take out an insurance policy that includes cancellation or curtailment of your trip or holiday.

- If for any reason you leave a course early, or do not take part in a portion of it, you are not entitled to any refund.
 - We reserve the right to cancel or amend any course if there is an insufficient number of participants. If your course is cancelled, we will give you at least 6 weeks notice of that cancellation and you may move your booking to a different course. The full amount for the course fee is still payable 6 weeks before the start date of the course. If, in this situation, you do not wish to move your booking to another course or course date, we will refund you your deposit.
- For the reason detailed above, we recommend you do not book any non-refundable travel or accommodation until 6 weeks before the course start date to ensure there are sufficient numbers. We are not responsible for costs incurred by or relating to cancelled or amended travel or accommodation plans, nor are we responsible for any arrangements you have made outside the activities of the course itself. You are responsible for ensuring all travel documents and insurance policies are complete before joining a course. This includes visas, flight arrangements, transfers, insurance for holiday or climbing insurance, and any other legal documents you might need.

Courses and Activities

- Run Snowdonia recommends you take out a sufficient insurance policy that covers your activities. If you do not have the correct insurance coverage, we will not reimburse, refund or compensate you. Clients can arrange insurance through several organisations, including the British Mountaineering Council (www.thebmc.co.uk tel: +44 (0)870 010 4878).
- Run Snowdonia and our Guides reserve the right to change any venue, route, or mountain objective, for any course or activity, if we feel that the proposed itinerary would place any clients or guides under undue risk. This may be due to factors including unfavourable weather, route conditions or client ability.
- We will not be held responsible for consequences arising from or relating to: industrial action, government intervention, natural disasters, war or acts of terrorism, quarantine, inclement weather conditions including flood or avalanche, or other untoward occurrences that might affect our activities or courses.
- Courses and events will run regardless of weather conditions, and it is up to the Guide's discretion to choose a suitable venue or route. The route or venue may not be the same as proposed upon booking if it is deemed unsafe, but Run Snowdonia and its guides will always endeavour to find a suitable substitute. Should a substitute route be necessary, route or venue choice will be based on factors including the physical condition and ability of the client, weather or route conditions and any other factors which will affect the safety of any individuals or guides on the course.
- Unless you tell us otherwise on the booking form, Run Snowdonia assumes you have general good health. All medical conditions, medications, allergies, intolerances and food requirements must be noted on the booking form; any omission or failure to do so will be considered a failure of disclosure within the terms of the contract between us and you. As any omission or failure to disclose this information could seriously jeopardise your or your group's safety, we have

the right to remove you from the course without any refund if you fail to disclose such information or make any false statement on the Booking Form.

- The course or event fees do not include: personal activities outside of the specification of course content, personal travel insurance, equipment hire or purchase, meals, snacks, all food and drink, telephone calls, charges for excess baggage, charges for accommodation / huts unless specified in the course/event outline, any excess costs, any costs incurred by or related to the clients' stay overriding the booked course dates specified, travel cost to or from the course, airport transfers, any damage or loss relating to your to accommodation or damage or loss of equipment (guides, other clients, personal or hire equipment, including ropes). Any equipment lost or damaged must be replaced within 1 calendar month on a new-for-old basis.
- We will always try to ensure you have a wonderful experience on one of our courses. We welcome feedback on what we did that you liked, and what you think could be better. In the unlikely event that you should have a complaint, we ask that you send any details in writing within one week of the course. All Trading Standards laws apply, naturally, and any refunds or compensation are at the discretion of the Directors of Run Snowdonia.
- Run Snowdonia is not liable for any loss, damage or wear and tear to your possessions and belongings. You are accountable for both insuring and protecting your belongings.
- Occasionally we list information for third party services and materials (including, for example, frequently used airport transfer services, restaurants in the local area, hotels, etc.) however, we cannot endorse any third party explicitly, and are not responsible or liable for materials or services provided by third parties, including transport, air travel, accommodation, personal activities, food and drink, medical advice or intervention and machinery and vehicles. It is your responsibility to inform yourself about any outside service, accommodation or material provider, and any contract or agreement you have is between yourself and the Third Party Company or person.
- We take your safety and enjoyment as highest priority, and in the unlikely event that you see or experience anything on the course that you think might be an unnecessary risk, dangerous, or bad practice, it is important to notify Run Snowdonia immediately. If you do not, we must consider it a failure of disclosure under the terms of the contract between us and you.

Safety:

- Run Snowdonia is 100% focused on your safety. However, mountaineering and other related outdoor activities are classified as 'dangerous and hazardous activities', and can carry with it a potential of injury or death. By joining an outdoor event or course, you accept to participate in any hazardous activities at your own risk. This is also signified by the 'I have read and agree to the terms and conditions' box that you tick on your booking form.
- At all times you must follow and comply with directions of your ML qualified Mountain Guide. If you do not, or you knowingly misuse equipment, or are negligent, Run Snowdonia and its Directors and Guides will not be held accountable for any injury or fatality you may suffer whilst on a course. This also applies to travelling to or from a course. You must be under the supervision of a qualified Mountain Guide when on activity portions of a course, specifically when undertaking the activities specified on the course related to outdoor activities. You

must stay with and follow the instructions of the Run Snowdonia Guide at all times.

- Run Snowdonia only uses ML guides that are fully trained and qualified to teach or operate your activity, and we trust them implicitly. Whilst you are participating in outdoor activities outlined on your course content, the professional mountain guide or qualified instructor is responsible for your safety and well-being, and is responsible for any issues of negligence. You accept that it is the responsibility of the professional guide or instructor to assess and choose routes they feel are safe and appropriate, and understand that they are legally and professionally trained and competent to lead.
- If you leave the supervision of your guide during an outdoor activity, or you decide not to participate in a supervised activity, you accept that you are fully liable for any illness, injury or death to you or those accompanying you. There are times on the courses or events when you will be without a qualified guide (personal time, rest days and evening meals, for example). At these times you accept full responsibility for your health & safety. Importantly, please understand that you are personally responsible for your safety, should you pursue any form of mountain activity without the supervision by a qualified professional.
- We feel certain that all our clients will behave in a respectful and civilised manner to others, particularly others on a course and their guides. However, we reserve the right to remove anyone from a course at any time, particularly if we feel your health or well-being is at risk, or if you significantly jeopardise the health, safety, or enjoyment of others in the group. In the highly unlikely event that this occurs, you would be entitled to neither refund nor compensation and would also be responsible for costs and arrangements for your journey home. All England and Wales statutory laws apply.

..and another thing...

- When you are participating on a course, we or others may take photographs or film material of you. By agreeing to the terms and conditions, you give us permission to use this material, including use for promotional materials without any compensation to you or explicit written permission by you. Also, if you give us any photographs or photographic material, you agree to allow us free and unlimited use of any images or material, including for promotional materials. (However, we promise to try our best to only use extremely flattering photos of you generally being fabulous.)
- Run Snowdonia hates junk mail as much as everyone else. We promise to never give out, or sell, your personal details, and we comply fully with the Data Protection Act 1988.