Terms & Conditions

*"**Mountaineering Scotland** recognises that climbing, hill walking and mountaineering are activities with a danger of personal injury or death. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement."*

Acceptance of Risk

- By entering into any activity with Northern Aspect, you (the client) accept the *Mountaineering Scotland* participation statement above.
- Your instructors will work hard to maintain safety but there is always residual risk when undertaking adventurous activity which includes serious injury and death.
- It is your duty to inform your instructor if you feel you are being asked to do something that is beyond your ability.
- If your instructor considers that it is not safe to continue or that plans should be changed then their decision is final.
- If you ignore the advice or decisions of your instructor or decide to undertake independent climbing or mountaineering while on a course with us you forfeit our duty of care to you and all professional protection that we offer to you.
- Northern Aspect accepts no responsibility for accidents or injury to participants, unless caused by negligence on the part of Northern Aspect or any of its contractors.

Health

- You should be physically fit for the course you have chosen.
- You must inform your instructor of any medical conditions, medications carried or ongoing injuries that we should be aware of.
- If the instructor suspects that you are under the influence of alcohol or drugs then they have the right to cancel the activity with no refund offered.
- If you are unable to carry on during a course and cancel or leave, for reasons of fitness, minor injury or any other personal choice where we are not responsible, this falls under our cancellation policy in the Fees & Cancellation section below.
- We recommend you take out health insurance covering sport and mountaineering.

Photographs

- Photographs may be taken by the instructor during the course.
- Your written permission will be sought on the first day of the course to use these photographs in future advertising and promotion of Northern Aspect.
- This permission can be withdrawn at any time by contacting Northern Aspect *in writing*. However, in the event of printed matter having been produced a recall will not be offered but the photograph will not be used in future publicity.

Mehmet@NorthernAspect.co.uk

Mehmet Karatay trading as **Northern Aspect**
Glengarry, Craigdhu Road, Newtonmore, PH20 1ED

Fees & Cancellation

- A 50% deposit is required at the time of booking to reserve the course date.
- The balance must be paid six weeks before the course date.
- The full fee must be paid if the booking is made within six weeks of the course date.
- Paying the deposit signifies acceptance of these Terms & Conditions.

Cancellation by you, the client

- Any cancellation must be in writing, by paper or email.
- You may cancel for a full refund minus £50 admin fee up to six weeks before the course.
- Between six weeks and four weeks before the course you may cancel for a 50% refund.
- Any cancellation within four weeks of the course will result in a loss of the full fee.
- We recommend you take out *Course Cancellation and Curtailment Insurance*.

Cancellation by us, Northern Aspect

- We will do our best to run courses as agreed or offer an alternative activity, but circumstances may arise which means we have to cancel the course. This could be at short notice including the morning of the course. Possible reasons include, but are not limited to, extreme weather, illness or vehicle failure.
- No refund will be offered if the course is cancelled due to safety concerns such as weather conditions or mountain conditions. (Examples: high winds, very heavy rain, deep snow or unacceptable avalanche conditions)
- If the course is cancelled by us for any reason other than safety concerns, we will offer a choice between a full refund and booking on an alternative date.
- Associated costs with bookings, such as accommodation or transport costs, are not refundable by us in the event of cancellation.

Equipment

- Any equipment needed by the client is provided free of charge, provided we have it available.
- The availability of equipment is not guaranteed.
- The activity may need to be modified or cancelled if the clients do not have the required equipment.
- The client may be asked to hire equipment from a third party. In that case, any hire contract entered into is between the client and the third party.
- Northern Aspect accepts no responsibility for loss of or damage to the client's personal effects, unless caused by negligence on the part of Northern Aspect or any of its contractors.
- If Northern Aspect's equipment is lost or damaged due to the client's negligence we reserve the right to charge to cover replacement costs.

Instructors

- We reserve the right to subcontract other instructors to deliver our courses.
- Any instructors used will hold the relevant qualifications and insurance.