

Walk Snowdonia Terms & Conditions

Please read these Terms & Conditions carefully before making a booking with Walk Snowdonia.

By making a booking, you agree that you have read, understood, and accepted these Terms & Conditions. If booking on behalf of others, you confirm that you have the authority to do so and that all Participants have been made aware of, and accept, these Terms.

Walk Snowdonia is owned and operated by Tom Hopkinson, trading as Walk Snowdonia, with its business address at 1 Y Ffridd, Llanllechid, Bangor, LL57 3HP. References to “we”, “our” or “us” in these Terms refer to Walk Snowdonia. References to “you” or “the Participant(s)” mean the person(s) taking part in the Activity.

We strongly recommend that all Participants take out appropriate personal accident and cancellation insurance.

1. Risk and Safety

1.1. The British Mountaineering Council (BMC) Participation Statement says: “Climbing, hill walking and mountaineering can provide life-long physical, social and mental health benefits through exercise and adventure in amazing environments. The BMC recognises these activities involve a risk of personal injury or death. Participants should be aware of and accept these risks and be responsible for their own actions and involvement.”

1.2. You acknowledge that our activities take place in potentially hazardous environments where risks cannot be entirely eliminated.

1.3. We reserve the right, at our sole discretion, to cancel, suspend or modify any Activity if we believe it would be unsafe to proceed.

1.4. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation. Subject to this, our total liability to you for any loss or damage shall not exceed the price paid for your booking.

1.5. You agree to follow all safety instructions and guidance provided by our instructors during the Activity. Failure to do so may, acting reasonably and in the interests of safety, result in exclusion from the Activity without refund.

2. Physical Ability and Medical Conditions

2.1. You are responsible for ensuring that you (and any Participant you book for) have a suitable level of fitness and confidence to participate in the Activity.

2.2. We may, at our discretion, decline participation or modify your booking if we believe your physical ability, health, or behaviour places you, our staff, other participants, or the public at risk. This assessment may be made at any time, including on the day of the Activity. If Walk Snowdonia or an instructor reasonably believes it would be unsafe for you to participate, their decision is final.

2.3. You must disclose to us any pre-existing medical condition, illness or injury which may affect participation, either at the time of booking or via the Consent Form. If a medical condition arises or changes after you have completed the Consent Form, you must inform us in good time before the Activity so that we can assess any implications for your participation.

2.4. Any medical information provided will be handled in strict confidence and processed only as necessary for your safe participation, in accordance with the Data Protection Act 2018.

2.5. You acknowledge that any medical information you provide may need to be shared with our instructors and staff directly involved in delivering the Activity, but only to the extent necessary to safeguard your health and safety.

2.6. If you fail to disclose a relevant medical condition, we shall not be responsible for any incident, injury or loss to the extent that it arises as a result of your failure to disclose a relevant medical condition. However, this does not affect our responsibility to provide Activities with reasonable skill and care.

3. Client Responsibilities

3.1. Prior to the Activity, we will provide the lead booker with an itinerary and kit list tailored to the specific Activity and anticipated conditions. If you are booking on behalf of others, you are responsible for ensuring all Participants in your booking receive and understand this information, including kit requirements. We may issue updated kit requirements closer to the Activity date if conditions require, and it is the lead booker's responsibility to communicate any updates to all Participants in their booking.

3.2. All Participants must complete a Consent Form (or have one completed by a parent/guardian if under 18). Participation is conditional on acceptance of the Participation Statement required by our insurers.

3.3. If, in the Instructor's reasonable opinion, you are inadequately prepared (including failure to bring the required kit), we reserve the right to refuse participation without refund.

3.4. Our responsibility begins at the designated meeting point stated in your itinerary. You are responsible for making your own way there, at the stated time.

3.5. Failure to arrive at the designated meeting point on time will result in forfeiture of your booking with no refund or compensation for lost expenses.

3.6. You are responsible for your own travel, accommodation, insurance, and personal belongings throughout the Activity.

3.7. You must not be under the influence of alcohol or drugs during the Activity. We reserve the right to refuse participation without refund if we reasonably believe you are unfit to participate safely.

3.8. We reserve the right to exclude you from participation without refund if, in our reasonable opinion, you are engaging in dangerous behavior, harassing or acting aggressively towards staff or other participants, refusing to follow safety instructions, or otherwise behaving in a manner that compromises the safety or experience of others.

4. Data Protection and Photography

4.1. We will collect and process your personal information in accordance with the Data Protection Act 2018. Your information will be used solely for the administration of your booking and the safe delivery of our Activities.

4.2. We will not share your personal data with third parties except where necessary for insurance or legal compliance. We will never sell your data.

4.3. Where you disclose medical information, this will be treated as confidential "special category data" under the Data Protection Act 2018. We will only share such information with our instructors and staff on a strict need-to-know basis, for the sole purpose of

ensuring your safe participation in the Activity. We will not disclose this information to any third party except where required by law or in an emergency situation (for example, to medical professionals).

4.4. We may take photographs during Activities for marketing purposes, including use on our website www.walksnowdonia.co.uk and social media (including but not limited to Facebook, Instagram, YouTube, TikTok, LinkedIn). If you do not wish to be photographed, please inform your instructor before the Activity or contact us in writing. We will remove any photographs of you from our marketing materials upon request.

5. Changes to Itinerary

5.1. All Activities are subject to change. Routes, timings, and objectives may be altered due to (but not limited to) weather, fitness/ability of Participants, incidents, or safety considerations. This applies to all Activities, including those that have a specific mountain or route as their objective.

5.2. Alterations to the itinerary will not entitle you to a refund.

5.3. At all times, we will attempt to perform the Activity as faithfully as is reasonably possible. Safe undertaking of the Activity is our primary concern.

5.4. The Instructor's decision on all safety matters is final.

5.5. Any such changes will be made in good faith and with Participant safety as the overriding priority.

6. Booking and Consent

6.1. Bookings must be made online or via email.

6.2. A contract is formed once we issue a Booking Confirmation by email.

6.3. For group bookings, only the person who made the booking will be our point of contact for correspondence, changes or cancellations.

6.4. Prices quoted are based on the number of participants and activity details specified in your Booking Confirmation. If you request changes to participant numbers or activity type after confirmation, we will requote based on our current pricing and availability. You may accept the revised price or retain your original booking. If we need to make changes for operational reasons, we will notify you and offer alternatives at no additional cost.

6.5. The number of Participants may not exceed that stated in the booking confirmation unless explicitly agreed by us in writing.

6.6. Consent Forms must be completed by each Participant (or their legal guardian) by the deadline stated in your Booking Confirmation.

6.7. Participants under the age of 18 must be accompanied by a parent or legal guardian unless otherwise agreed by us in writing. This applies to all activities with the exception of DofE.

6.8. The minimum age for Participants on our open Group Dates is 13 unless agreed by us in writing.

6.9. There is no fixed minimum age for Private Guiding, however all Activities must be suitable for the age, ability, and physical development of the participants. We reserve the right to decline bookings or refuse participation where we reasonably believe an Activity is unsuitable for a participant's age or ability.

6.10. Bookings for Activities on a specific date are exempt from the 14-day cooling-off period under the Consumer Contracts Regulations 2013, as they constitute contracts for leisure services with a specific date of performance. Cancellations are subject to Clause 8.

6.11. Gift Vouchers purchased online or by distance communication are subject to a 14-day cooling-off period from the date of purchase. You may cancel and receive a full refund within this period provided the Gift Voucher has not been redeemed. Once a Gift Voucher has been redeemed to make a booking, the cancellation terms applicable to that booking will apply. Gift Vouchers are valid for 24 months from the date of purchase and cannot be exchanged for cash.

7. Payment

Definitions

In this Section and in Section 8, the following definitions apply:

- **“Deposit”** means a non-refundable initial payment required to secure your booking, as stated in your Booking Confirmation.
- **“Interim Payment”** means a further non-refundable payment required after the Deposit and before the Balance, as stated in your Booking Confirmation.
- **“Balance”** means the remaining amount due after any Deposit and Interim Payment have been made.

7.1. Standard Bookings. Unless otherwise stated in your Booking Confirmation, payment in full is required at the time of booking. This is your total booking fee and is not a Deposit or Interim Payment as defined above.

7.2. Staged Payment Bookings. For some larger group bookings (typically for ten or more Participants, or for multi-day or bespoke activities), we may require payment in stages: a Deposit, an Interim Payment, and a Balance. If this applies to your booking, it will be clearly stated in your Booking Confirmation, which will set out the Deposit amount, any Interim Payment, and the Balance due date.

7.3. Deposits and Interim Payments are non-refundable. They represent a genuine pre-estimate of the costs we incur at the time of booking, including administrative costs, instructor allocation and booking, itinerary preparation, and the opportunity cost of holding the date for you, potentially declining alternative bookings. These payments are not intended as a penalty.

7.4. The balance of fees must be received by the due date stated on your Booking Confirmation email.

7.5. If payment is not received on time, as outlined in the Booking Confirmation email, we may treat your booking as cancelled (see Clause 8) and/or limit the number of participants. We may also charge an administration fee of £50.

7.6. Prices quoted to you are valid only at the time they are issued in writing (including by email) and are based on our costs and availability at that time. Once a booking is confirmed and a deposit or other payment has been received, the quoted price is fixed for that confirmed Activity date only.

7.7. If you request to reschedule an Activity to a different date, including to a future calendar year, the price applicable to the rescheduled Activity will be the price in effect at the time the new date is confirmed. Any increase in price will be payable before the rescheduled Activity takes place. Deposits and Interim Payments are transferable to a rescheduled Activity but are not price-protected and do not guarantee the original quoted price.

7.8. Payment methods include bank transfer or via our online booking system (note: first payment on our booking system is free of charge. Additional payments via the online system may incur a 5% transaction charge).

7.9. All payments must be made in GBP (£).

7.10. The balance of all monies due must be received by us no later than the balance due date as shown on your Booking Confirmation.

7.11. We reserve the right to cancel any booking where payments remain outstanding after the due date.

7.12. Your Booking Confirmation is the definitive record of which payment structure applies to your booking. If your Booking Confirmation does not reference a Deposit or Interim Payment, your booking is a Standard Booking under Clause 7.1 and Clause 8.1.1 applies to any cancellation.

8. Cancellations

8.1. Cancellation by You

You may cancel your booking at any time by written notice to info@walksnowdonia.co.uk. The cancellation charges that apply to your booking depend on whether a Deposit was required, as stated in your Booking Confirmation:

- **Standard Bookings** (you paid in full at the time of booking and no Deposit was required): see Clause 8.1.1.
- **Staged Payment Bookings** (a Deposit and/or Interim Payment was required): see Clause 8.1.2.

8.1.1. Standard Bookings (No Deposit Required)

For bookings where no Deposit was required and you paid in full at the time of booking, the following cancellation charges apply based on the total booking value:

Notice Period	Cancellation Charge
30 days or more before Activity	No charge
15 to 29 days before Activity	50% of total booking value
14 days or less before Activity	100% of total booking value

8.1.2. Staged Payment Bookings (Deposit Required)

For bookings where a Deposit and/or Interim Payment was required (see Clause 7.2), the following cancellation charges apply:

Notice Period	Cancellation Charge
60 days or more before Activity	Loss of Deposit
30 to 59 days before Activity	Loss of Deposit and Interim Payment
29 days or less before Activity	100% of total booking value

8.1.3. Deposits and Interim Payments are non-refundable in accordance with Clause 7.3.

8.1.4. If you cancel a group booking, the cancellation charges will apply to the entire group unless we agree otherwise in writing.

8.1.5. Cancellation charges are calculated from the date we receive your written cancellation notice.

8.1.6. If you are unable to attend due to illness or injury, the cancellation charges above will still apply. We strongly recommend taking out travel or activity insurance that covers cancellation due to illness.

8.2. Cancellation by Us

8.2.1. If we cancel due to circumstances beyond our reasonable control (including but not limited to adverse weather making the Activity unsafe, natural disasters, pandemics, public health emergencies or government restrictions), we will offer you the option to rebook onto another Activity of equal value or receive credit towards a future Activity (valid for 12 months). If neither option is suitable, a refund will be provided.

8.2.2. If we cancel for reasons within our reasonable control, you will receive a full refund.

8.3. We strongly recommend taking out travel insurance that covers personal accident, medical expenses, and cancellation due to illness.

9. Miscellaneous

9.1. Governing Law: These Terms are governed by the laws of England and Wales. If you are a consumer, you may bring proceedings in the courts of England and Wales or, if you live in Scotland or Northern Ireland, in the courts of your home country.

9.2. Severability: If any provision of these Terms is found invalid, the remaining provisions shall continue in full force.

9.3. If you have a complaint about our services, please contact us at info@walksnowdonia.co.uk. We will aim to acknowledge complaints within 7 days and resolve them promptly and fairly. We will aim to resolve complaints within 28 days.

9.4. Entire Agreement: These Terms, together with your booking confirmation and Consent Form, constitute the entire agreement between us.

9.5. Nothing in these Terms shall affect your statutory rights as a consumer.

9.6. You may not transfer or assign your booking to another person without our prior written consent. We will not unreasonably withhold consent to transfer a booking.

9.7. We shall not be liable for any delay or failure to perform our obligations under these Terms due to events beyond our reasonable control, including but not limited to natural disasters, illness, strikes, or government restrictions.