

Tim Oliver Guiding – Terms and Conditions

1. Booking and payment

- 1.1 A deposit of 50% of the guiding fee and a completed booking form are required to secure a booking.
- 1.2 The balance of the guiding fee is due 8 weeks (56 days) before the first day of guiding. If the full guiding fee is not received by then, Tim Oliver Guiding reserves the right to treat the booking as cancelled by the client, resulting in loss of the deposit.
- 1.3 In the event that a booking is made less than 8 weeks (56 days) before the first day of guiding, the total guiding fee is due at the time of booking.
- 1.4 When sending payment for a booking, the total amount received by Tim Oliver Guiding must be no less than the invoiced amount. You should ensure that any potential fees arising from international payments are accounted for so that the invoiced amount is received by Tim Oliver Guiding.

2. Cancellation by client

- 2.1 If you wish to cancel your booking, please do so in writing via email to info@timoliverguiding.com as soon as possible.
- 2.2 The following terms apply to client cancellations:
 - a. If you cancel your booking with 8 weeks (56 days) or more notice before the first day of guiding, loss of the deposit but a refund of any amount in excess of the deposit already paid.
 - b. If you cancel your booking less than 8 weeks (56 days) before the first day of guiding, we reserve the right to retain the full guiding fee.
- 2.3 We strongly recommend that you take out cancellation insurance cover to protect yourself from financial loss should you need to cancel a booking due to injury, illness or other unforeseen circumstances.

3. Cancellation by Tim Oliver Guiding

- 3.1 Tim Oliver Guiding reserves the right to cancel bookings. If so, a full refund of the guiding fee will be provided. However, please note that Tim Oliver Guiding is not liable for any associated costs that may have been incurred, such as accommodation or transport.
- 3.2 Tim Oliver Guiding accepts no liability for the consequence of strikes, riots, acts of war or terrorism, disease outbreaks, government intervention or natural disasters. If such an event were to force the cancellation or curtailment of a trip, we would endeavour to provide an alternative itinerary or programme where practical. However, if a viable alternative could not be found, then the trip would be treated as cancelled and no refund of fees would be due.
- 3.3 Tim Oliver Guiding reserves the right to exclude anyone from planned activities if they might endanger the safety of themselves and/or the rest of the party. Such factors may include, but are

not limited to, lack of fitness, ill-health, dangerous technique or the belief that an individual is under the influence of drugs or alcohol. No refund of fees will be given in such instances.

4. Bad weather and conditions

Mountain weather and conditions are inherently unpredictable. Therefore, no specific aspect of a trip is guaranteed. Whilst we will endeavour to complete the proposed itinerary, we reserve the right to change this for reasons related to weather and mountain conditions, amongst other factors. This applies to all trips, including those with a specific route or mountain as a primary objective (e.g. Mont Blanc, the Matterhorn, the Haute Route). If it is necessary to make a change, we will do our best to provide you with a rewarding alternative. However, in all cases, no refund of fees will be applicable.

5. Recognition of risk

5.1 Whilst we endeavour to ensure a high professional standard of instruction, care and safety, you must be aware and accept that participation in mountaineering, climbing, off-piste skiing and ski touring all involve an element of risk and of responsibility for the consequences of one's own actions. Please carefully read the [British Mountaineering Council's participation statement](#). It is implied and accepted that you have read and agreed to this statement.

5.2 Any client who acts in contravention of the decisions or advice of their mountain guide, or else undertake independent mountaineering activities during the booked trip period, forfeits all professional protection and duty of care from their mountain guide.

6. Rescue insurance

6.1 Suitable rescue insurance is mandatory on all trips. This insurance must cover helicopter rescue and repatriation at a minimum. An example of such insurance is the [British Mountaineering Council's Alpine and Ski policy](#).

6.2 Tim Oliver Guiding reserves the right to refuse your participation and cancel the trip (with no refund) if you are inadequately insured.

6.3 Insurance against cancellation, injury, death or loss of earnings is strongly recommended.

7. Equipment

Loaned or hired equipment must be returned in a reasonable condition or the repair or replacement cost will be charged.

8. Other general terms and conditions

8.1 Tim Oliver Guiding accept no liability for services provided by a third party even if it is recommended by Tim Oliver Guiding or somebody working for Tim Oliver Guiding.

8.2 We aim to resolve client problems and complaints quickly. However, should a dispute arise and there is recourse to legal proceedings then only English courts shall have jurisdiction in relation to any claim or dispute.