

Terms and Conditions of Business & Data Protection Statement – Peak Instruction

21/05/2024 v5.0

Peak Instruction is a trading name for a self-employed business partnership between Peter Knight and Elizabeth Knight.

The registered office address of the business is: 12 Bowden Crescent, New Mills, Derbyshire. SK224LN, UK. Pete and Beth can be contacted via the website, or at info@peakinstruction.com, 07422941438.

1 Payments:

Payment for our services can be made via Debit Card, PayPal, or BACS (bank) transfer. Our banking details are available on request. Invoices can be provided. Cheques may be used in some circumstances and should be made payable to Peak Instruction.

- 1.1 All private bookings made less than 90 days in advance of the course/activity date will be required to pay the full value of the course or activity fee at the time of booking.
- 1.2 In some cases we may agree to accept a deposit for some bookings made prior to 90 days in advance of the activity date.
- 1.3 Open / Public Course bookings must be paid in full at the time of booking.
- 1.4 All bookings are only confirmed once payment and the required booking forms have been received by us and we have contacted you with a confirmation of receipt.
- 1.5 Payment after an event or activity is due to take place is by prior arrangement only. We reserve the right to cancel or resell any activity booking or individual place that has not been paid for in full.
- 1.6 **Once payment or a completed booking form has been received by us, participants are agreeing to be bound by these terms and conditions, in their entirety.**

2 Cancelled by client:

We understand that circumstances change and that can be unavoidable, but we also believe that we are entitled to fair notice to cancellation; after all, we may have turned down other work for your booking or have committed to paying a wage to another instructor or hiring a venue or equipment. Bookings and planning ahead of activity or course dates incur costs to us, whether that is time, services or equipment.

- 2.1 Cancellations or requests to postpone activity bookings or course places must be notified to us either in writing or by e-mail.
- 2.2 'No-shows' on the activity date will be treated as a cancellation (2.4) and receive no refund.
- 2.3 Postponements will be treated as a cancellation (2.4) unless by written agreement from us.
- 2.4 Cancellations or postponements will incur the following costs:
 - 2.4.1 Cancelled more than 4 weeks (29 days) in advance of the activity or course date: 50% of the total activity cost will be refunded, and 50% retained by us to cover costs.
 - 2.4.2 Cancelled at 4 weeks or less than 4 weeks (28 days) in advance of the activity or course date: No refund will be issued.
- 2.5 In some cases, we may be able to move the date of a postponed booking without incurring any costs at our end, in this case we will discuss options with you. This is entirely at our discretion and unless communicated to you otherwise, all bookings will be dealt with under 2.4. If, after offering you a new activity or course date we cannot agree a new date with you in a reasonable timeframe, then the booking is treated as a cancellation (2.4).
- 2.6 Bespoke private bookings or larger (12+ participants) events or activities will be charged 100% of the fee if cancelled less than 8 weeks in advance of the booking date. We put significant time in to arranging these events and can incur staff and venue costs as soon as planning gets underway.
- 2.7 Please contact us in advance of the activity date if you wish to transfer a paid activity booking to a friend or family member. We must have the individual booking and medical details from the new participant/s at least 72 hours in advance of the booking. If we are not notified about changes to participants, then we cannot guarantee they will be able to take part in the activity and in that event, there will be no refunds. There will normally be no fee charged by us for a change of participants provided we are informed with at least 72 hours of notice.
- 2.8 Please contact us in advance if you wish to transfer your fully paid course place to another person if you can no longer make it yourself. There will normally be no fee for this provided we are informed with at least 72 hours of notice.

3 Cancelled by us:

It's good to know where you stand if we are unable to fulfil our end of the deal. A cancellation will always be the absolute last resort. Prevailing weather or 'acts of god' may limit what we can deliver safely or force us to cancel

a course or activity with little notice or even on the day in very rare cases.

- 3.1 Where the weather, ground conditions, or travel conditions make a specific trip, activity, or course potentially unsafe to proceed with, we will postpone the booking. For activities, we will endeavour to offer an alternative activity or trip on the same day if we are able to and it is safe to do so. For courses it is unlikely that alternative arrangements could be made for the same day.
- 3.2 In the event of an activity postponement by us due to weather or road conditions, and we are not able to provide you an alternative activity for that same day, you can rearrange your activity date with us at no charge. New activity dates must be arranged to take place within 90 days of the original booking date.
- 3.3 In the event of a course postponement by us due to weather or road conditions, you can rearrange your course place with us at no charge or move your course place to another advertised date with available places within the next 12 months.
- 3.4 Cancellations made by us for other reasons not covered in 3.1-3.3, and where we cannot agree a new date with the client, will normally be refunded in full.

4 Cancellations during and activity:

- 4.1 If at any point during a course or activity, we are not satisfied that we are able to keep group members or staff safe due to actions of some or all of the visiting group members, we reserve the right to stop and cancel the course or booking on the spot. We will use our professional judgement and may remove individuals or entire groups from the course or activity.
- 4.2 All group members will be required to adhere to any safety requirements that we set down and always follow the instructors' instructions, without exception and inclusive of any accompanying parent, guardian or leader. Parents are entirely responsible for the safety and behaviour of their children.
- 4.3 We will also stop the course or activity should we suspect that any member of the group is under the influence of drugs or alcohol.
- 4.4 In the event of a course or activity being stopped, there will be no refunds. We will not continue an activity that we deem to be unsafe, ever.

5 Miscellaneous:

- 5.1 All clients must complete the relevant booking form. These can be provided as a Microsoft Word file, or completed online using Microsoft Forms. **All under 18's must have a form filled out and signed on their behalf by a parent or legal guardian.**
- 5.2 Non-disclosure of any medical conditions, recent injuries or past surgeries may put you or your child in danger and Peak Instruction accepts no responsibility for injuries or emergencies arising from non-disclosure of conditions or lack of required personal medication. You must notify us in advance of any physical or mental condition or injury that may affect your ability to take part or for which you would require medication to control. We operate in genuine wilderness environments which might be hours from medical help, so we need to know medical details in advance to equip ourselves for possible incidents.
- 5.3 No transport will be included in the fees, group members are required to provide their own transport, including to and from venues or meeting places.
- 5.4 All safety equipment will be provided unless stated otherwise.
- 5.5 If you come to your booking inappropriately dressed or lacking previously agreed equipment or we deem it to be unsafe or unsuitable, you will have the option of purchasing the required equipment before the booking continues or leaving the activity. Anyone leaving the activity will not receive a refund of the fee.
- 5.6 Deliberate damage to equipment will be charged for at the value of a new item or equivalent item of that equipment plus any postage and handling costs. Charges may be made to the individual or the organisation who booked the activity.
- 5.7 Special Offers are made in good faith and have no hidden catches. We reserve the right to withdraw an offer at any time without notice. We will use our discretion with regards to area specific offers. All decisions are final.

We do not hold an A.A.L.S. licence and as such do not operate with unaccompanied under 18's for some licensable activities. We can work with under 18's provided a parent or legally appointed guardian is present. This does not currently include school groups or scout groups.

6 Data

- 6.1 We will never pass your information on to other companies or agencies without your permission.
- 6.2 Please read and understand the Data Protection Statement included at the end of these Terms & Conditions.

7 Risk & Liability

- 7.1 We will do everything in our power to keep groups from harm whilst they are participating in a Peak Instruction led activity. All clients should accept that outdoor activities and the environment they take part in may always present an element of risk. This risk can never be eliminated without destroying the nature of the

activity or environment that it takes place in. Please get in touch if you require more information on our risk management process.

- 7.2 All clients must always accept and act on the judgment and instruction of the activity leader/activity instructor. Not to do so may put you in danger and we will not be liable for any injury, death or material loss as a result of choosing not to follow our advice. This includes all pre-course guidance.
- 7.3 All clients booking on a Peak Instruction course or activity are accepting that the activity can always involve personal risk.
- 7.4 All clients are advised to take out personal accident insurance and insurance on their own equipment and belongings. We will not be liable for loss or damage to personal belongings.
- 7.5 All clients are advised to consider travel insurance to compensate them in the event that they do not attend or cannot get to an activity or course that they have paid for with Peak Instruction.

Copies of our certificates & insurance can be provided on request.

No variation of these terms and conditions will be accepted unless agreed in writing by Peter Knight and Elizabeth Knight.

PARTICIPATION STATEMENT – Peak Instruction is dedicated to providing safe and enjoyable adventurous activities and courses. However, the adventurous nature of the activities and the locations used mean that a residual risk of injury or death may remain despite all reasonable efforts made to reduce it. All participants are reminded that a real element of risk may always be present. Participants in activities and parents or legal guardians should be aware of and accept these risks as part of the course and be responsible for their own involvement. All under 18's must be accompanied by a parent or legal guardian unless by written agreement. We may use photographs and videos of you during activities for publicity purposes; please let us know if you do not wish to be included.

By booking onto a Peak Instruction activity or course you are declaring that:

- You accept and agree to the terms and conditions on the website.
- You and any Under 18's in your party are physically, medically and psychologically capable of undertaking the booked activity.
- You or any Under 18's in your party do not require a translator and can follow instructions in English.
- You take responsibility for your own safety and that of any Under 18's in your party.
- You agree to always follow the advice and direction of the instructor. Failing to do so may result in injury or death.
- You will bring all medication which you would normally carry for any illness, condition or injury you may have.

Peak Instruction Data Protection Policy

21/05/2024 v2.0

General Data Protection Regulations require Peak Instruction to make clear to its clients how it will use the data it collects as part of its booking process and activity preparation. You can object or withdraw your consent to the use of your personal data at any time. Though in some cases you may not be able to continue to use the services of Peak Instruction or we may be unable to deliver on some aspects of our service as advertised. We will tell you if this is likely to be the case.

What data will Peak Instruction hold on you?

- Any details provided on a booking form – Name, organisation, address, phone and email. Also; medical conditions, next of kin contact details and group details / aims.
- The text or attachments that form part of an email exchange or written exchange between you and a Peak Instruction staff member.
- Any document produced by you for Peak Instruction (e.g. Individual Booking Forms).

What is this data used for?

- For organising the activity booking for which you have contacted us for.
- For informing our instructional team delivering the activity about any medical, behavioural and group aims. Also contact details in case they are needed before you arrive.
- Anything that is required for the organisation or facilitation of your booking as discussed with you by phone or email.
- Peak Instruction will not use or pass on your data to any 3rd party not directly involved with your booking. We will never sell or gift your data to other organisations or individuals. You will not receive cold calls or unsolicited communications from us.

How will this be stored?

- All email correspondence received by Peak Instruction is stored on their email provider's system. This may be a private service or online provider like Gmail or Yahoo.
- All paper correspondence and records will be stored in Peak Instruction branded folders or files and this data will be stored in a private and secure site like a home office or locked place of business. Paperwork will be transported to and from an activity or course booking and kept within a locked vehicle, instructor's bag, or trainer's packs (not in plain view).
- All electronic data, like your contact details or digital booking forms, may be stored on the personal computer of the relevant staff member. They are required to have this data stored in a way that any shared users cannot gain access to it without authorisation. E.g. password protected folder or login.
- Some digital data will be stored in private area of an online facility like Google Drive to enable access to multiple Peak Instruction authorised staff to access it for official business.

How will this data be transferred?

- Data being transported to or from activity locations or administrative sites must be done so in a way that keeps it secure. All physical data or digital storage devices must not be left unattended or passed to individuals without the authority to access this data.
- Outgoing staff are required to transfer all physical Peak Instruction data to an authorised person as soon as possible after leaving their post, but in any case, within 14 days of leaving the post.

- Outgoing staff are required to transfer all digital data to an authorised person as soon as possible and after safe receipt has been confirmed, destroy or delete any copies that remain. This should be done as soon as possible after leaving their post, but in any case, within 14 days of leaving the post.

Who has access to my data?

- Peter Knight & Beth Knight as owner/operators of Peak Instruction.
- Any member of staff directly involved with the delivery or administration of your booking with us.
- The Police, UK Border Agency or any department of HM Government that officially requests it and can produce a legal warrant for such information.

Do I have any responsibilities?

- Yes. Your access to Peak Instruction data should be treated at least as robustly as set out in this document and when taking any Peak instruction data into your own system or that of your organisation, it too should be compliant with all relevant areas of the current GDPR regulations.

Other Points of Note:

- We will never hold bank details for its members although our banking provider may do so.
- We may keep your data on file after you cease being our customer. We may keep copies of your data for up to 7 years from the date of the booking, or until any under 18's on the booking have reached the age of 25. After this time, we will physically destroy or wipe this data.

RISK ASSESSMENT for data held by Peak Instruction:

If data was obtained illegally or was openly transmitted or made public from the Peak Instruction records:

- It would potentially be enough to identify individuals and their place of work or residence.
- The individual's or organisation's contact details could be used for illegal or unrequested advertising.
- There is no risk of member's details being associated with any banking details as Peak Instruction does not hold that information, but our banking provider may.

General Data Protection Regulations: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr>

Radon and IRR2017

16/02/2020 v1.0

In accordance with the Ionising Radiation Regulations 2017, we notify you that when taking part in cave or mine exploration activities, you are highly likely to be exposed to an atmospheric concentration of radon gas that exceeds the 300 Bqm³ threshold for action in a workplace environment.

As a member of the public, your exposure to radon is legally limited to 1mSv or less per year. We will never advertise or accept an activity booking that might take you beyond this threshold while you are under our supervision. The limits do not take into account any exposure from your home or place of work, or other cave or mine activities done elsewhere.

Should you require us to provide you with details of your anticipated exposure for a particular trip, please contact us in advance or before booking. By booking onto a caving or mine exploration activity, you are declaring that you are accepting that you will be exposed to radon gas and will notify us in advance if you have received radon exposure via another activity that might bring you close or above your 1mSv limit for the year if you undertake a caving or mine exploration activity with Peak Instruction. We promise not to over-expose you while you are with us, but you are responsible for controlling and monitoring any other exposure received for the rest of the year.