

TSB TOPEC – Booking Terms and conditions

1. Booking a place on a course

1.1 Places on a course can only be reserved in writing on an application form, by letter and on receipt of the appropriate payment as outlined below. No applications will be accepted by telephone.

a. Deposit made to TOPEC of at least 20% of total course fee at least 4 weeks prior to course commencement.

b. Full payment of outstanding course fee made at least 2 weeks prior to course commencement.

1.2 Clients should only apply to go on courses for which they fulfil the stated criteria in this programme. If in doubt please contact the Centre.

1.3 Minimum ages and participant numbers do apply for some courses / activities – contact TOPEC for details.

1.4 Any acceptance onto a course / activity is dependant on completing a medical / health profile with full disclosure.

1.5 TOPEC reserves the right to refuse any client / clients where an existing medical condition may put themselves or others at risk of serious harm. If you have any questions do not hesitate to contact TOPEC.

2. Cancellations by client

2.1 All cancellations must be in writing

2.2 Cancellations up to 4 weeks prior to the start date:

○ Full refund of the course fee or transfer to an alternative course if available.

2.3 Cancellations within 4 weeks of the course date:

○ No refund of deposit unless a suitable replacement can be found.

○ Transfer to an alternative course where available. In this instance no refund is available if the client cancels this alternative course.

2.4 The date of cancellation is the date of receipt of the written advice by TOPEC

3. Cancellation by TOPEC

3.1 TOPEC shall notify the client where possible of cancellation not less than five days prior to the commencement of the course where numbers fail to reach workable minimum. For activities that are weather dependant the notification of cancellation will be made as soon as possible and is at the full discretion of TOPEC. (see also FAQ on the TOPEC website)

3.2 In the event of cancellation for this reason clients will be offered the choice of the following options:

○ Full refund of the course fee paid OR

○ An alternative course where available

3.3 Every effort is made to run the courses but in the interest of safety occasionally part or all of the course may have to be cancelled. In the event that safety cut off levels are reached prior to the commencement of a course the conditions outlined in 3.2 will apply.

4 PERSONAL & INSURANCE

4.1 TOPEC holds general liability insurance.

4.2 TOPEC recommends that you take out personal insurance cover for your own personal belongings and accepts no liability for lost/damaged personal belongings.

4.3 TOPEC reminds clients that our courses tend to contain an element of physical activity and that any physical activity can be strenuous. We suggest that any person who has a medical condition that may be aggravated by participating in a physical activity seeks professional medical advice before doing so and then participates at their own risk.

4.4 TOPEC aim to operate to the highest health and safety levels, however, we remind participants that running programmes in the outdoors presents an element of risk and we accept no liability for any injury

or accident that may occur outside the categories of instructor negligence, system failure or structural failure of facilities constructed by TOPEC (see also our risk disclosure form)

5 ACCOMMODATION, FOOD & VENUE EXPENSES

5.1 If TOPEC is arranging non-TOPEC accommodation and/or venue hire and/or food expenses, a separate set of invoices will be raised by TOPEC. These invoices will include a TOPEC administration charge.

5.2 A deposit invoice for accommodation and/or venue hire and/or food expenses is payable by the client to TOPEC to hold the booking. The client is advised that if this payment is not made, they risk losing the accommodation/venue/food.

5.3 A balance invoice for accommodation and/or venue hire and/or food expenses is payable by the client to TOPEC within 7 days prior to the session or course, in response to a balance invoice from TOPEC. If this payment is not received by TOPEC within the specified timescale, TOPEC will start procedures to recover the debt.

5.4 The client is advised that most hotels/bed and breakfast facilities, venues and eating places retain deposits on cancellation and some demand full payment for the reserved number of delegates even if the full number do not turn up for the event.

5.5 TOPEC reserves the right to exercise the terms and conditions set down by the relevant hotels/bed and breakfast facilities, venues and eating places in circumstances such as per condition 5.4.

5.6 TOPEC wishes to point out that the rates quoted for accommodation, venues and eating places do not include use of the telephone, internet or any other personal costs incurred and TOPEC accepts no responsibility for paying such additional bills and will charge the client accordingly.

5.9 A bond will be payable by the client to TOPEC to be held in the event of any loss, damage, cleaning charges or other event that incurred costs as a direct result of the clients stay.

5.8 Clients to agree to clean facilities and dispose of any rubbish / items associated with their stay to acceptable standards – leaving in the condition on arrival. Failure to do so may result in the forfeit of all or part of any bond / deposit held by TOPEC.

6 CONSENT AND MEDICAL FORMS

6. 1The client acknowledges that all participants must complete and sign a Medical and Consent Form (or be signed by a person with parental responsibility for under 18s), which must be returned to TOPEC at least 5 working days prior to the commencement of the programme or session. The Medical and Consent Form can be downloaded and returned either as an email attachment or in the post..

6.2 Failure to complete the consent and medical form in the time frame 6.1, may result in the client being refused participation in a course /.activity. There will be no refund in this instance.

7 CONDUCT ON A COURSE

7.1 The client acknowledges that during a TOPEC programme participants are required to submit to the reasonable instructions and leadership of the TOPEC instructors. The client acknowledges that persons attending a TOPEC course are entitled to expect a high standard of conduct and regard for personal well being on the part of all participants. All programmes with participants under 18 years old must have enough accompanying adults to remain responsible for them at all times. Parents, teachers and those in comparable roles must maintain control of those children to the satisfaction of the TOPEC instructors. If a participant's conduct is unacceptable, TOPEC may, without the need to give reasons, ask for them to leave the programme. Circumstances in which this might occur include (without limitation): disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or equipment. In such circumstances the client will not be entitled to a refund of monies and TOPEC will not be liable for any losses so resulting.

8 COMPLAINTS

8.1 In the unlikely event that a client has cause for complaint about an TOPEC programme, the complaint should be made to a representative of TOPEC during the event, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a course but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days.

9 FUTURE COMPETENCE

9.1 It is not intended that any instruction provided to any client while on a course will in any way qualify them to participate in the activities at a later date or instruct any third party and no warranty is made to that effect. TOPEC hereby excludes any liability it might have to any participant or third party in respect of any loss or damage suffered or incurred by that participant or third party in its reliance on any skills taught by any client(s) on the basis of having attended any programme.

10 CHANGES TO THESE CONDITIONS

10.1 TOPEC reserves the right to update the Terms and Conditions at any time, without notice.