



Scheduled Activity Booking Terms

1. CANCELLATION BY US

If In Your Element have to cancel your booking for operational reasons then we will offer you the choice of an alternative trip or a full refund of any money paid. Activity sessions may be cancelled up to 6.00pm the previous day.

2. CANCELLATION BY YOU

For bookings of 7 participants or less, cancellations must be made with at least 48 hours' notice to receive a full refund or a reschedule. Cancellations made with less than 48 hours' notice (including participants changing their mind on the day or during the session) will not be refunded.

For bookings of 8+ participants, cancellations must be made with at least 14 days' notice to receive a full refund or a reschedule. Cancellations made with less than 14 days' notice (including participants changing their mind on the day or during the session) will not be refunded.

Please make sure you arrive on time for your session. If you arrive late, we will try to accommodate you, however this may not be possible, and you will not be refunded. Note: We appreciate that totally unforeseen events may result in cancellation. We therefore **strongly advise you to take out insurance against cancellation costs.**

5. CANCELLATION DUE TO COVID-19 GOVERNMENT RESTRICTIONS

Both the Scottish and UK governments have understandably introduced limitations on our freedom of movement and gathering in order to reduce the threat of COVID-19 virus transmission. If government travel restrictions around your place of residence or around the activity destination (or unavoidable travel routes between the two) mean that you can not travel to participate in the adventure booked then we will compensate you for any monies paid.

5. ALTERATIONS BY YOU

Alterations to your booking can be made with at least 48 hours' notice, where changes are still possible.

6. INSURANCE / LIABILITY

In Your Element will only be liable for loss or damage caused by the proven negligence of In Your Element, its suppliers or employees in performing their obligations under this contract. We have £5 million public liability insurance cover in place to protect you under such circumstances. We cannot be held responsible for any mishap to yourself or your property such as trips, falls, flight cancellations, vehicle accidents, strikes, sickness, police intervention or other such happenings amounting to force majeure. You are strongly recommended to take out insurance for the duration of your trip in respect of cancellation and curtailment, injury, death, lost & damaged property, money, liability, medical expenses and repatriation.

7. ACKNOWLEDGEMENT OF RISK

In Your Element place great emphasis on the safety and comfort of our clients. We only employ suitably qualified, well trained staff and use only modern correctly maintained equipment. However, the outdoor activities that we offer are hazardous by their nature and participants must accept that participation could result in physical harm or even death. Parents and guardians must also accept a degree of risk to their children. Group organisers must explain this risk to all group members (or Parents/Guardians where appropriate) before confirming their participation.

While we will take all reasonably practical steps to reduce the risk of transmission of the COVID-19 virus during our activities it is impossible to reduce this risk to zero and there remains a very small risk of transmission between participants

8. SAFETY

To ensure everybody's safety as far as possible, we reserve the right to postpone or cancel the activities on offer as weather or group needs dictate. If any member of your party is affected by a medical condition which may affect their or other people's enjoyment of the experience, you must advise this at time of booking. If we believe that individuals are placing themselves or the group at risk by their actions, we reserve the right to remove the person(s) concerned from the activity at their own cost.