



Tailor-made Activity Session Terms & Conditions

Unless otherwise agreed in writing, the following Terms & Conditions will apply to all bookings:

Acknowledgement of Risk

In Your Element places 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, many of the activities that we offer are hazardous by their nature and participants must accept a certain element of risk during their activity session. Parents and guardians must also recognise a degree of risk to their children. Group organisers must explain this risk to all group members before confirming their participation.

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 an activity can not be enjoyed safely due to weather or environmental conditions, then we will try and provide an alternative activity for you. If any particular activity is not acceptable as a plan B for you then this must be notified to us at the time of booking. If we cannot provide any alternative activity at the date/time booked, then we will offer you an alternative date in the following 2 months to honour the original booking. As we will have committed staff and equipment resources to your original booking we cannot offer a refund if you choose not to accept the plan B activity or an alternative date.

Customers must at all times follow any safety instructions given by In Your Element staff. 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.

Any relevant medical conditions must be notified to the group instructor before the commencement of activities.

Booking Procedure

We will take provisional group bookings and hold these for up to 2 weeks. If the date of the activity is more than four weeks away, we will then require a non-refundable deposit equivalent to 25% of the expected total booking value in order to confirm the booking. If a deposit is due but has not been paid, then we reserve the right to commit to an alternative client for that date and to cancel your provisional booking.

Final payment will be due 4 weeks before the event takes place. If the date of the activity is within four weeks, then we will require payment in full in order to confirm your booking.

Please note, our preferred payment method is by bank transfer, however, if you wish to pay by debit or credit card, please let us know.

Cancellation Policy

Cancellation by you:

If you have to cancel a confirmed booking, then we will endeavour to attract replacement business. If unsuccessful, then we have to apply the following cancellation charges in order to honour our staff commitments and cover overheads:

- cancellation more than 8 weeks before event - loss of deposit only (or 25% charge if no deposit paid)
- cancellation 4 to 8 weeks before event - 50% of total cost
- cancellation 2 to 4 weeks before event - 70% of total cost
- cancellation less than 2 weeks before event - 100% of total cost

Please note: if individual members of a group withdraw from a confirmed activity session prior to the booking date, the cancellation policy terms will apply to the individual. Refunds will only be offered in line with the cancellation terms.

Cancellation by us:

In the unlikely event that In Your Element have to cancel your activity because of internal operational reasons then we will offer you the choice of an alternative date or a full refund of any money paid.

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 cannot travel to participate in the adventure booked then we will compensate you for any monies paid as follows: Products covered by the **Package Travel and Linked Travel Arrangements 2018**: Customer choice of a) Re-book for future date, b) Credit Voucher or c) Refund by method of payment. All other IYE products: Credit Voucher to re-book for same or alternative IYE product within the following two years



TRAVEL REGULATION INSOLVENCY PROTECTION

TO BE INCLUDED ON YOUR BOOKING CONFIRMATION FORM

Wee Westie Ltd trading as In Your Element is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with " The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Wee Westie Ltd trading as In Your Element are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Wee Westie Ltd trading as In Your Element. This insurance has been arranged by Towergate Travel through Zurich Insurance PLC.

Claims

In the unlikely event of Insolvency, you must Inform Towergate Travel immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.