



School Activity Session - Non-Residential 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 cannot 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 5% 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 endeavor 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 has 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 continue to review and update their COVID-19 regulations and guidance which impact on our freedom of movement and gatherings in order to reduce the threat of virus transmission and the impact on the NHS.

If your activity cannot take place, for all or some of the participants, due to government travel restrictions or self-isolation rules then we will agree with you to either refund in full (for those that cannot attend) or provide an equivalent Credit Voucher to re-book for same or alternative IYE product within the following two years.