Terms & Conditions

By booking and paying for a guided walk with Derbyshire Heritage Walks, you are agreeing to our terms and conditions as set out below. It is recommended that you save or print out a copy of them and keep it with your other booking details.

1. Booking

- 1.1 Advance booking is essential for all of our walks, and we cannot accept anyone onto a walk who simply turns up on the day.
- 1.2 Full payment is required at the time of booking, unless agreed with us in advance and confirmed in writing. The cost of all walks includes a non-refundable deposit. For all walks, the deposit amount is listed on the walk information page. For private bookings, the relevant deposit amount is also listed on the current schedule of prices for group bookings, as published on this website.
- 1.3 No booking shall be considered final until written confirmation has been received from Derbyshire Heritage Walks via e-mail or post.

2. Group size

2.1 For all walks, including private bookings, there is a minimum group size of two people, plus the guide. For scheduled walks, the normal maximum group size is between six and eight people plus the guide, depending upon the walk in question. For private bookings, the normal maximum is twenty people plus the guide, except where a lower or higher maximum is stated on the walk information page. In some circumstances, and on some walks, it may prove possible to increase these numbers, but only by prior arrangement in writing with Derbyshire Heritage Walks.

3. Equipment

3.1 You are responsible for providing your own walking equipment such as boots, waterproofs, rucksacks, etc. Derbyshire Heritage Walks cannot supply you with any necessary equipment you fail to provide for yourself, and failure to ensure you have all essential equipment may result in your exclusion from the walk (see 7.1 below).

4. Accommodation and travel

4.1 Derbyshire Heritage Walks does not provide any accommodation or travel services. It is your responsibility to organise your own accommodation and travel. We can provide general advice as to the best places to stay, public transport options and places to park, but it is your responsibility to make all necessary bookings.

5. Late arrival/Failure to attend

5.1 All walks start promptly at the scheduled start time as listed on the walk information page on this website and the walk information sheet which will be sent to you along with your booking confirmation. If you are running late due to travel problems, please contact us immediately via the contact telephone number contained in your walk details. If you are able to inform us that you are en-route but delayed due to factors outside of your reasonable control, we may be able to delay the start of the walk by a few minutes or arrange an alternative point at which you can join the walk at a later time. If for any reason the guide is delayed due to travel problems, they will attempt to inform you via

- your contact mobile number and notify you of an alternative start time.
- 5.2 If you fail to attend a walk for any reason without informing us in advance of your wish to cancel (see 6.2 and 6.4 below), we are unable to refund any of the cost of your booking.

6. Cancellation or change of booking

- 6.1 Derbyshire Heritage Walks reserves the right to cancel your booking if the minimum number has not been reached for your walk by 24 hours before the scheduled date of the walk. We also reserve the right to cancel your booking in the event of prolonged extreme weather conditions, closure of a significant section of the route by landowners, civil or military authorities or other official bodies, or other factors out of our control.
- 6.2 You have the right to cancel or change your booking provided you notify us in writing of your wish to cancel. This notification must be received by us at least 24 hours prior to the date of your booking, and MUST come from the person who made the original booking. In order that the date of our receipt of your cancellation can be verified, we recommend you contact us via e-mail. If this is not possible, we strongly recommend that you send a letter via recorded delivery so that the date of receipt can be verified. Proof of the date of posting of a letter, e.g. a Post Office "proof of posting", cannot be accepted as this gives no proof of delivery or indication of the date it was received by us. If you wish to change your booking to a different walk, we will make every effort to accommodate your wishes, but cannot guarantee being able to do so.

6.3 If we have to cancel your booking:

In the unlikely event that we have to cancel your booking, you will be offered a full refund of all monies paid, including your deposit, or the chance to transfer your booking to another walk of equal or greater value. Please note that Derbyshire Heritage Walks will not be liable for any additional costs you may incur as a result of the cancellation or change of booking, such as travel or accommodation costs.

6.4 If you wish to cancel your booking:

If you cancel your booking by contacting us in writing at least 24 hours before the scheduled start of your walk, you will be refunded the cost of your booking minus the non-refundable deposit. Please do NOT use the contact mobile number given in your booking confirmation, unless contacting us on the day of your walk itself, as we cannot guarantee that the phone will be active at that time. If you fail to notify us of your wish to cancel, or notify us less than 24 hours prior to the start of the walk, we regret that we are unable to refund any of the cost of your booking. Please see 6.7 below for last-minute cancellations on medical grounds.

6.5 If you wish to change your booking:

If, after receiving confirmation of your booking for a walk, you would like to change that booking to a different walk, it may be possible for us to accommodate your wishes. However, you MUST notify us in writing at least 48 hours prior to the scheduled start of the walk in your original booking, AND at least 48 hours prior to the scheduled start of the walk you wish to transfer your booking to. We also offer no guarantee of being able to accommodate your wishes, as it depends upon other bookings we may already have received for the walk you wish to transfer your booking to. If the two walks are of equal value, there will be no charge for changing your booking. If the new booking is of greater value than your original booking, you will be invoiced for the difference and payment of this difference must be received at least 24 hours before the scheduled start of your new

booking. If your new booking is of lesser value than your original booking, you will be refunded the difference between the two.

6.6 Adverse weather conditions:

Walks take place in all weathers, unless the guide decides it is unsafe to proceed. In severe weather conditions, it may be necessary to vary the route of the walk in order to by-pass dangerous or closed areas.

In the event that severe weather is forecast for the date of your walk, we will attempt to contact you 24 to 48 hours beforehand in order to advise you of this situation and give you the option to cancel or change your booking. In these circumstances, the normal 24-hour limit on cancellations does not apply. If you do decide to cancel your booking for a walk after we inform you of possible severe weather, you will be refunded the full cost of your booking, including half of the non-refundable deposit.

If you attend the start point of a walk, but make your own decision not to continue due to weather conditions when the guide considers the situation to still be safe, we regret that we are unable to refund any of the cost of your booking.

6.7 Last-minute cancellation/non-attendance on medical grounds:

If you are unable to attend your booked walk due to medical reasons beyond your control, please inform us of your non-attendance via e-mail or recorded delivery letter as soon as possible. Please do NOT use the contact mobile number given in your booking confirmation, unless contacting us on the day of your walk itself, as we cannot guarantee that the phone will be active at that time.

If you contact us more than 24 hours prior to the start of your walk, this will be treated as a normal cancellation as detailed in 6.2 above, and you will be refunded the cost of your booking minus the non-refundable deposit. Alternatively, you can transfer your booking to another date or walk, as detailed in 6.5 above.

If the medical situation is such that you are unable to contact us more than 24 hours prior to the start of your walk, or only after the walk should have taken place, we may be able to refund the cost of your booking, again minus the non-refundable deposit, or transfer your booking to another date or walk. In order for us to refund your money or transfer your booking, it will be necessary for you to provide proof of the medical grounds for your cancellation or non-attendance. This proof MUST take the form of a letter from your GP or hospital consultant, on headed paper from their surgery or hospital, confirming that you were unable to attend on genuine medical grounds. Once we have received this letter and confirmed that it is genuine, we will process your refund or change of booking as detailed in 6.2 and 6.5 above.

7. Rights of admission onto walks

7.1 Derbyshire Heritage Walks reserves the right to decline any booking or prohibit any person from taking part in any of our walks if we believe their participation is likely to cause danger, distress or annoyance to others on the walk or members of the public the walk may encounter. This right of exclusion includes any person who fails to advise us in advance of the walk of any disability or medical condition which prevents full participation in the walk, or who the guide believes may be under the influence of alcohol or drugs. Also included is any person who the guide believes is not properly clothed or equipped to cope with the conditions likely to be encountered in the course of the walk,

- and therefore unable to complete the walk without endangering themselves or others.
- 7.2 We also reserve the right to terminate the walk at any time if the guide believes that the behaviour of any member of the party, or any other person or animal in their charge, is likely to cause danger or distress to others.
- 7.3 If you are excluded from a walk on any of these grounds, we regret that we are unable to refund any of the cost of your walk, or any other costs you may have incurred, such as travel or accommodation.

7.4 Disabled customers:

Derbyshire Heritage Walks welcomes bookings from disabled persons and their representatives, and will try to accommodate disabilities wherever practical. However, we do request that you contact us before booking in order to discuss your specific abilities and requirements, so that we can advise you of the suitability or otherwise of our different walks. Where a particular walk is unsuitable for certain disabilities, we may be able to offer a customised walk of similar style as a private booking. Please note that failure to inform us in advance of any disability that we believe could prevent full participation in a scheduled walk could result in exclusion from said walk.

7.5 Children and young adults:

Due to the distances and time involved, many of our walks are not suitable for young children. Therefore, children under the age of 10 are only accepted on our walks by prior arrangement, as confirmed by us in writing. Additionally, all under-18s must be accompanied by a parent, guardian or other responsible adult, who must take and accept responsibility for their supervision at all times. Failure to adequately supervise persons under 18 may be considered grounds for the early termination of a walk.

7.6 **Dogs and other pets:**

Dogs are allowed on many of our walks, but we do ask that you notify us prior to booking of your wish to bring your dog with you. We can then advise you as to the suitability or otherwise of the planned walk and any issues you may face. Dog owners are responsible for the proper supervision of their dogs, which must be kept on a short lead at all times – no extendible leads will be allowed. Failure to properly supervise a dog or other animal may be considered grounds for the early termination of a walk.

8. Insurance

- 8.1 Derbyshire Heritage Walks and its staff take every care to ensure the safety of participants in our walks. However, no walk can ever be made 100% safe, and by booking with us you accept that walking on public roads, footpaths and trails, and over open country, is not without risk to personal safety.
- 8.2 We accept no responsibility for any accident or injury to yourself or others that arises from your own wilful actions or misconduct, the actions or misconduct of those under your charge, or of any third party not directly involved in our walks. We therefore recommend that you ensure you have adequate insurance covering personal accident and liability.
- 8.3 We are also not liable for any additional costs you may incur as the result of cancellation of, or exclusion from, your booked walk, and therefore recommend you also take out adequate holiday cancellation insurance.

9. Website accuracy and changes of details

9.1 We believe this website and all the information it contains to be accurate at the present

time. We reserve the right to change the information on this website at any time to reflect changes in factors likely to impact upon our walks. Any changes to details relating to your booking will be communicated to you as soon as possible.

10. Complaints

10.1 In the unlikely event that you have any complaint about our walks, or other aspects of our business, please inform your guide as soon as possible. Alternatively, you can put your complaint in writing and send it to Adrian Brown at Derbyshire Heritage Walks, 8 Laund Close, Belper, Derbyshire, DE56 1ET, within 28 days of your walk. Please send it by recorded delivery so that you can check that we have received it. You will receive an acknowledgement of your complaint within 14 days, although a full resolution may take longer than this.