

Terms and Conditions



1. If a customer decides to book a walk or event from Paul (Fred) Fredericks trading as Walking Moonraker (hereafter referred to as Walking Moonraker) and Walking Moonraker agrees to take that booking, the customer is entering into a contract with Walking Moonraker.
2. Customers are warned that all of the activities organised by Walking Moonraker involve moderate to strenuous exercise. Customers should therefore be of reasonable fitness before attempting to take part, and if you are in doubt please seek professional medical advice. By confirming the booking with Walking Moonraker the customer is acknowledging this fact and agreeing that they and each other person for whom they organises a walk or event, has the requisite level of fitness.
3. If cancellation of an event by Walking Moonraker occurs, advance payments received will be refunded in full. Cancellation by Walking Moonraker may occur due to (but not limited to): snow; ice; storms; high winds; heat-wave; fires; flooding; illness; and transport problems. If cancellation by a customer occurs, any advance payment received will be refunded in full if notification is received at least 24 hours before the planned event start time.
4. Customers who are organising a walk or event for other people to attend, whether or not the customer will be attending the walk or event themselves, agree to ensure that all of the people for whom they book a walk or event are provided with a copy of these Terms and Conditions and any other documentation or notices with which Walking Moonraker provides the organiser. Walking Moonraker reserves the rights afforded to it under these Terms and Conditions to refuse to allow any person booked to participate in a walk or event, notwithstanding the fact that that person may not have been given any of Walking Moonraker's notices or information by the organising customer.
5. Provisional bookings are not to be interpreted as forming a contract between the parties. A contract shall only be formed between the parties once a confirmation has been sent to the customer by Walking Moonraker.
6. The receipt of full payment is deemed to be confirmation to Walking Moonraker that you have read, understood and accepted these Terms and Conditions as the terms on which a contract between the parties shall be governed.

7. The walk or event provided will be led/supervised by a qualified Mountain Training Association Lowland Leader.
8. Walking Moonraker reserves the right to vary walks or events from the specification set out in the website or to cancel walks or events at its own discretion.
9. All members of the party must comply with safety regulations and instructions of Walking Moonraker. Should a walk leader find that a member(s) is being disruptive or jeopardising the safety and enjoyment of others then Walking Moonraker reserves the right to either ask that person to leave the walk or event, in which case that person will not be refunded any of the sums paid to Walking Moonraker, or to cancel the event without refunding any of the monies paid to Walking Moonraker.
10. All customers taking part in walks or events will be polite and courteous to others, act sensibly and prudently and respect the countryside at all times. Walking Moonraker reserves the right to deny any person who does not abide with this, or any other term or condition, before or during the walk or event, from taking part in the walk or event without refunding that person any monies.
11. Walk descriptions will specify if dogs are allowed. Most walks will be dog free. If a walk allows dogs Walking Moonraker will only allow well behaved dogs to accompany customers on the walk by prior arrangement. Dog owners will be responsible for the actions of their dog. If a dog is not kept under control; or is disrupting the enjoyment of other participants Walking Moonraker reserves the right to deny any person to continue on the walk.
12. All persons under the age of 18 who take part in an activity offered by Walking Moonraker must be accompanied by a parent or Guardian.
13. Walking Moonraker reserves the right to refuse to allow any person without the appropriate clothing or equipment to take part in the walk or event at any time without refunding the customer or any member of the party.
14. Each person intending to participate in the walk or event must sign a waiver which assures Walking Moonraker that it will not have claims made against him for any loss or damages for which he can legally limit his liability. The waiver also requires participants to give assurances as to the state of their health in order that Walking Moonraker can be as certain as possible that all participants may participate safely. If any person declares that they have any health conditions which may affect their ability to participate, that person must prove to the Walking Moonraker's walk leader that the condition is controlled by medication or otherwise and

produce a doctor's note to such effect if the walk leader so requires. In the event that Walking Moonraker is made aware of any facts about a person's health which leads it to deem in its absolute discretion that that person is not suitable to partake in a walk or event, it will be deemed that that person has cancelled their booking.

15. Walking Moonraker takes no responsibility and will not be held responsible for death, personal injuries, accidents or loss or damage to property or belongings that occur to a customer, or any person attending a walk or event, during a walk or event (except in the case where death or personal injury are caused as a result of the negligence of Walking Moonraker). Further, Walking Moonraker will not be liable for any consequential or indirect loss resulting from the cancellation of a walk or event from that set out in the specification on the website.
16. In the event that a customer is an organiser of a walk or event for others to attend, the customer indemnifies Walking Moonraker from any claims whatsoever for any loss or damage arising from any omission on the part of the organising customer to pass on any notices or documentation from Walking Moonraker to the person who participates or intended participant in the walk or event.
17. In attending a Walking Moonraker walk or event a customer or participating person understands and agrees that their participation in the activity at their own risk.
18. Walking Moonraker has a Professional Indemnity and Public Liability Insurance Policy. However, Walking Moonraker advises customers to take out insurance to cover death, personal injury, loss or damage to personal property / belongings and to cover the costs of cancelled or varied walks or events.
19. The information given on Walking Moonraker's website has been carefully checked and Walking Moonraker believes that it is correct at the time of publication. Walking Moonraker reserves the right to make changes to this at any time.
20. Walking Moonraker will take all reasonable precautions to keep the details of the customer's booking, payment and those contained on the Medical declaration form secure, but unless it is negligent, Walking Moonraker will not be liable for any unauthorised access to information supplied by the customer. Customers should refer to Privacy Policy for information on how it proposes to use any personal information of the customer.

21. If you leave an event part way through and you and the walk leader is happy with the action, then the walk leader's duty of care over you ends there.
22. Walking Moonraker's responsibility for you on the event begins at the designated start point. Walking Moonraker takes no responsibility for getting you to the beginning of the event.
23. Should an event be cancelled or not take place, for whatever reason, you will receive a full refund for the event fee. We will not be held responsible to other losses occurred due to the cancellation of the event.

These Terms and Conditions will be subject to the laws of England and Wales and the English courts will have jurisdiction in respect of any dispute arising from the contract.

Should a customer have any complaints about any element of the walk or event then they should make these known to the walk leader at the time. Alternatively customers may contact Paul (Fred) Fredericks trading as Walking Moonraker who will use his best endeavours to resolve the problem straight away.

Walking Moonraker shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond his reasonable control.