

**Experience Outdoors  
Terms and Conditions  
(Epic Adventures)**

**1. Binding contract**

- 1.1 By accepting these Terms and Conditions, you are entering into a binding agreement on the date of the recorded acceptance, between you (the “Customer”) and the Sports and Outdoor Learning Unit, a department of City of Edinburgh Council of Waverley Court, a local authority in terms of the Local Government etc (Scotland) Act 1994, with principal place of business at 4 East Market Street, Edinburgh, EH8 8BG (the “Provider”).
- 1.2 The Provider reserves the right to refuse or terminate a booking for breach by the Customer of these Terms and Conditions, in which event the Provider will not be required to refund or repay in sums to the Customer.
- 1.3 Definitions used in these Terms and Conditions shall mean the following:  
“**Head of Establishment**” means the head teacher of a school who is financially liable for the booking;  
“**Principal Officer**” means the principal officer of outdoor learning with overall responsibility for all outdoor centre operations; and  
“**Visiting Staff**” means teachers, supervising adults, accompanying adults and group leaders with responsibility for the group under their care.  
“**Participants**” means the pupils taking part in the programme.  
“**Days**” means consecutive calendar days.  
“**Venue**” means Bonaly Scout Centre  
“**Partners**” means third party organisations supporting the programme.

**2. Booking**

- 2.1 You are required to appoint a Booking Coordinator for this booking.
- 2.2 The Booking Coordinator must have the consent of the Head of the Establishment to confirm booking.
- 2.3 The Microsoft Form the Booking Coordinator complete serves as booking confirmation for this event.

**3. Responsibilities of Booking Coordinator**

- 3.1 The Booking Coordinator :
- 3.1.1 will be responsible for being the primary point of contact for the booking.
- 3.1.2 will be responsible for ensuring that, to the best of their knowledge, the booking details of all Customers are accurate.
- 3.1.3 will promptly notify the Provider of any amendments to the booking.
- 3.1.4 will complete and return excursion documentation as requested.
- 3.1.5 accepts the Terms and Conditions on behalf of the Customer.

**4. Payment**

- 4.1 Council establishments - Payments are processed via the Provider’s internal recharge system and will be debited from the Cost Centre and Account Code provided in the booking confirmation. Journal requests will be input by the Provider and approved by C&F Finance for transfer following the event.
- 4.2 The provider will seek confirmation of numbers prior to event; the figure provided via the Microsoft booking form will inform the final transfer amount.
- 4.3 Once booking numbers are confirmed, any variation to numbers must be requested in consultation with the Provider and followed by an email confirming such variation. It is the booking coordinator’s responsibility to notify the provider of any amendments to numbers.
- 4.4 Request for additional places are subject to availability and ratios and will be charged at standard price.
- 4.5 Cancellation charges will apply to amendments in numbers made after 28 days prior to visit, in accordance with section 5’s cancellation schedule.

## **5. Cancellations, curtailments and refunds**

5.1 The following cancellation charges apply (excludes eligible Covid related cancellations\*):

| Cancellation within days of excursion | Percentage of total cost (based on numbers on record) |
|---------------------------------------|---|
| Less than 14 days                     | 100%  |
| Less than 28 days                     | 25%   |
| 28 days or more                       | 0%  |

5.2 In the event of the venue becoming unavailable and no suitable alternative being possible, the Provider will provide a full refund. The Provider will not be liable for any compensation or expenses as a consequence of such an event.

5.3 If we are unable to deliver the event due to national guidance or Government or Council advice around Covid then no charge will be made.

5.4 In the event of any non-Covid related disruption to the event beyond the Providers control no refund or compensation will be given.

5.5 The Provider may consider amendment to the Term and Conditions in exceptional circumstances. Such amendment is at the Discretion of the Principal Officer.

## **6. What is included**

6.1 Cost includes food, instruction, equipment and accommodation (for overnight experiences). Transport to and from the venue is not included.

6.2 Activities may be altered without prior notice, if weather conditions or other circumstances deem it appropriate. This will be done in consultation with Visiting Staff.

## **7. Prices**

7.1 Children and young people are charged at the agreed per person rate.

7.2 Essential supervising adult places are free based on 1 to 15 supervision ratio. A charge of £6 pp will be applied to additional supervisory staff unless exceptional circumstances are approved by the Principal Officer of Outdoor Learning.

7.3 Additional supporting adults are free for approved additional support needs, including 1:1s as identified in Health Plans or Individualised Educational Programme or equivalent.

7.4 Due to Covid control, non-essential additional adults are not permitted.

## **8. Liability for loss, damage or injury**

8.1 Nothing in this Agreement will operate to limit or exclude the liability of either the Provider or the Customer for:

8.1.1 criminal acts or omissions (including but not limited to fraud or fraudulent misrepresentation):

8.1.2 death or personal injury caused by negligence;

8.1.3 breach of obligations under data protection legislation; or

8.1.4 any other liability which cannot be lawfully limited or excluded.

8.2 The Provider, Partners and Venue confirm they have public liability insurance in relation to this event. Public liability caters for the Provider, Partner and Venue's legal liability for accidental death of or bodily injury or disease to any third party or damage to third party property.

8.3 The Provider will not be responsible for any loss, damages or injury unless resulting from a negligent act or omission as defined in 9.1 above.

8.4 Schools should consult and follow the latest advice in the Excursions Policy.

8.5 The Customer will be held liable for any damage or replacements attributable to improper use of the venue or equipment.

## **9. Weather and adverse conditions**

9.1 Customers agree and acknowledge the following:

9.1.1 Customers are responsible for taking appropriate precautions for their own safety.

9.1.2 Conditions may be severe in rural locations-including snow, water and ice.

9.1.3 Customers should be aware that conditions at the site can be dark.

9.1.4 In the event of late arrival there will be no reduction in charge for the event.

9.1.5 The Provider will use best endeavours to reschedule events which are cancelled due to adverse weather or travel conditions.

10 **Satisfaction and resolution**

10.1 If for any reason you are not satisfied with any aspect of your excursion, please notify the provider immediately- we will endeavour to resolve any issue.

11 **Data Protection and Privacy Notice**

11.1 The Customer agrees and acknowledges the terms of the Provider's Privacy Notice, found at: <http://www.edinburgh.gov.uk/privacy>.

12 **Contact**

12.1 If you have any questions about these terms and conditions, please contact [outdoorlearning@edinburgh.gov.uk](mailto:outdoorlearning@edinburgh.gov.uk).

13 **Governing Law**

13.1 This agreement and any dispute or claim, including a dispute or claim of a non-contractual nature, arising under or in connection with this agreement will be governed by Scots law, and will be subject to the exclusive jurisdiction of the Scottish courts.