

Experience Outdoors Terms and Conditions (Residential)

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 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 or budget holder of a school who is financially liable for the booking;
 - “**Facilities Coordinator**” means the booking administrator located at each centre;
 - “**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.

2. Background

- 2.1 Experience Outdoors is managed by the Sport and Outdoor Learning Unit of the Provider.
- 2.2 The Experience Outdoors website is owned and operated by the Provider.
- 2.3 Experience Outdoors provides accommodation, equipment and facilities hire, instructional activity options and training courses.
- 2.4 Customers should, in the first instance, deal directly with the relevant outdoor centre.

3. Booking

- 3.1 You are required to appoint a Booking Organiser for all bookings. It is recommended the Booking Organiser is the group leader.
- 3.2 The Booking Organiser must have the consent of the Head of the Establishment to make a booking.
- 3.3 A generic school email is recommended to serve as a communications back up.
- 3.4 Provisional bookings will be held on the Provider’s booking system for 10 days; bookings will be approved and confirmed by the Facilities Coordinator once a completed booking application has been submitted.
- 3.5 Failure to submit booking application within 10 days of the date of the provisional booking will result in the cancellation of the provisional booking.

4. Responsibilities of Booking Organiser

- 4.1 The Booking Organiser :
 - 4.1.1 will be responsible for being the primary point of contact.
 - 4.1.2 will be responsible for ensuring that, to the best of their knowledge, the booking details of all Customers are accurate.
 - 4.1.3 will promptly notify the Provider of any amendments to the booking (in particular, see Condition 5 below).
 - 4.1.4 will complete and return course documentation within the timescales.
 - 4.1.5 accepts the Terms and Conditions on behalf of the Customer.

5. Payment

- 5.1 **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 application. Journal requests will be input by the Provider’s Facility Coordinator and approved by C&F Finance for transfer.
- 5.2 **Non-Council establishments** - Payment will be requested via the Provider’s income system. Invoices are payable by cheque, BACS or card.

- 5.3 Once booking is confirmed, any variation to numbers must be requested in consultation with the Provider and followed by an email or eform to the Provider confirming such variation.
- 5.4 It is the Booking Organiser's responsibility to notify the Provider of any amendment to numbers **at least 90 days before arrival**. The first instalment of 25% of total booking cost is triggered at this time. The final balance, due no later than one month before arrival is also based on the information held at this trigger point.

6. Cancellations, curtailments and refunds

- 6.1 first instalment and final balance are non-refundable once due:

Payment due	Amount or percentage of total cost (based on numbers on record)
90 days before arrival	25% of total cost
30 days before arrival	Outstanding balance

- 6.2 The following cancellation charges apply:

Cancellation within days of arrival	Percentage of total cost (based on numbers on record)
180 days or more	nil
Less than 180 days	25%
Less than 90 days	50%
Less than 60 days	75%
Less than 30 days	100%

- 6.3 In the event of the property becoming unavailable and no suitable alternative being possible, the Provider will provide a full refund, or a proportion in case of curtailment. The Provider will not be liable for any compensation or expenses as a consequence of such an event.
- 6.4 In the event of any disruption to utilities or other factors beyond the Providers control no refund or compensation will be given.
- 6.5 The Centre may consider amendment to the Term and Conditions in exceptional circumstances. Such amendment is at the Discretion of the Principal Officer.

7. What is included

- 7.1 Cost includes accommodation, food, instruction, in-course transport and equipment. Transport to and from the centre is not included. Ski passes are not included.
- 7.2 Accommodation is allocated based on the needs, size and gender mix of your group and other groups on site.
- 7.3 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.

8. Prices

- 8.1 Prices are provided based on the current academic year. Prices beyond current academic year are set as provisional and may be subject to change.
- 8.2 Children and young people are charged at the agreed per person rate.
- 8.3 Essential supervising adult places are free based on the following ratios:

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Pupil Number	up to 10	11-20	21-30	31-40	41-50	51-60	61-70	71-80	81-90	91-100	101-110
Free supervising places	1	2	3	4	5	6	7	8	9	10	11

Benmore:

Pupil Number	up to 15	16-25	26-35	36-45	46-55	56-65	66-75	76-85	86-95	96-105	106-115
Free supervising places	1	2	3	4	5	6	7	8	9	10	11

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

8.5 Non-essential additional adults are charged at full price and are subject to availability of accommodation.

9. Liability for loss, damage or injury

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

9.1.1 criminal acts or omissions (including but not limited to fraud or fraudulent misrepresentation);

9.1.2 death or personal injury caused by negligence;

9.1.3 breach of obligations under data protection legislation; or

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

9.2 The Provider confirms it has public liability insurance in relation to the property. Public liability caters for the Provider's legal liability for accidental death of or bodily injury or disease to any third party or damage to third party property.

9.3 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.

9.4 It is recommended each Customer has appropriate travel and personal accident insurance to safeguard loss, damage, accident or cost of cancelling/curtailing booking.

9.5 Council groups should consult the latest advice in the Excursions Policy. Non-Council groups should follow their employer guidance.

9.6 The Customer will be held liable for any damage or replacements attributable to improper use of the accommodation or facilities.

10. Weather and adverse conditions

10.1 Customers agree and acknowledge the following:

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

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

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

10.1.4 In the event of road closure or adverse travel conditions the Provider cannot be held responsible and no refund can be given in respect of any booking.

10.1.5 The Provider will use best endeavours to reschedule training courses which are cancelled due to adverse weather or travel conditions.

11. Lost property

11.1 Contact the centre to arrange return. Any relevant postage will be charged o the Customer.

12. Satisfaction and resolution

12.1 If for any reason you are not satisfied with any aspect of your course, please notify the Centre's Operations Manger immediately- the Centre will endeavour to resolve any issue.

13. Data Protection and Privacy Notice

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

14. Contact

14.1 If you have any questions about these terms and conditions, please contact experience.outdoors@edinburgh.gov.uk .

15. Governing Law

15.1 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.