

Terms and Conditions

Definitions

1. Scottish Borders Council is henceforth referred to in this document as 'SBC'
2. The activity centre is referred to as 'Whiteadder'.
3. A 'Booking' refers to a request from a group or individual to hire the use of instructors and/or equipment at the activity facilities at Whiteadder.
4. Bookings may be made by;
 - a) Private individuals referred to as the 'Client' or
 - b) On behalf of recognised groups / parties to be referred to as the 'Group Leader'.

Payment and bookings, cancellations and refunds

5. Full payment of the amount due must accompany all bookings. Within this, a 20% administration fee is non-refundable under any circumstances.
6. The payment for a booking must be made before the visit/activity starts unless specific arrangements for delayed payment have been made in advance between SBC and the Client. In such cases, the final payment for a booking must be made by the date agreed.
7. Payments should be made online or by phone by debit or credit card. Booking and payment information will be issued for all payments in respect of all confirmed and paid bookings.
8. Failure to comply with our payment terms may result in your booking being cancelled and the Client or Group Leader being liable for the total cost. Any alterations in numbers or activities before or on the day of the visit may be added to the total and a final invoice will be issued to you after your visit. This is payable within 28days from date of invoice.
9. Cancellations must be made by telephone or in person through SBC Headquarters (0300 100 1800). In the event of a cancellation by you the following charges will apply:
 - More than 90 days before commencement date – SBC reimburses 80% of total fee.
 - 90 to 28 days before commencement date – SBC reimburses 50% of total fee.
 - 28 to 14 days before commencement date – SBC reimburses 25% of total fee.
 - 14 days or less before commencement date – SBC reimburses 0% of total fee.
 - Should cancellations be made by the Client or Group Leader, on an individual case basis and in extenuating circumstances alternative dates or activities may be offered. This will be at the discretion of SBC and will be based on any information provided in support of the cancellation.
 - For large group bookings you are advised to consider arranging your own insurance to cover cancellation.

Activity provision and management.

10. SBC reserves the right to cancel, alter, or delay any activity, course, or session where forced to do so by circumstances beyond our control, such as serious illness, staff shortage, severe weather or any other circumstances which would subject SBC or any of its employees or any of its participants to danger. If we are unable to honour your booking, and cannot offer you an acceptable alternative date, we will refund all payments. We accept no liability for any consequential losses incurred as a result of any cancellations in this manner.
11. SBC reserves the right to refuse to admit to any activity or session any individual who in their judgement has in the past been found to be unmanageable or a danger to the safety or enjoyment of others. We accept no liability for any consequential losses by the group or individual.
12. SBC reserves the right to remove from an activity or session or part thereof any person who in their sole judgement is found to be unmanageable or a danger to the safety or enjoyment of others. In this event no refund will be given. Any costs and responsibility involved in removing the participant must be borne by the Client or Group Leader.
13. Participants should be suitably physically fit to take part in activities and sessions at Whiteadder and free from any illness or conditions that may render the session or activity hazardous to them or to others. Group Leaders or Clients must notify SBC or Whiteadder staff of any potential medical/physical conditions of any of the group that may affect their participation in the activity or session (e.g. asthma, allergies, epilepsy, behavioural issues, movement problems etc) four weeks in advance of the visit or as soon as possible where appropriate.
14. Participants taking part in water-based activities should be confident in water, and should be able to swim 25 metres fully clothed as well as tread water. Where this is not the case, it is the express responsibility of the Group Leader or Client to advise SBC of ability restrictions for parties who propose to participate in water activities and should agree to any limitations that may be placed on their participation as a result of that.
15. Some activities are potentially dangerous if not skilfully managed. Safety must therefore be paramount and all participants must accept that the decision of the activity instructor is final and must at all times be accepted by the participants. SBC will accept no liability for problems arising from failure to accept and/or respond to the authority and instructions of the instructor.
16. Activities may require the wearing of safety equipment, such as helmets or buoyancy aids. Where such equipment is specified by SBC, participants must wear it at all times during the activity. Certain activities are only suitable for specific age groups and these age restrictions must be adhered to. SBC accepts no responsibility when Clients or Group members fail to adhere to these rules.
17. SBC may take photographs, videos, or other media records of participants for training, promotion, advertisement or other purposes during the activity or session. Any such material may later be used by SBC for marketing, training, and promotion or advertising purposes without any payment or compensation being offered and without any further consent request being made to the featured parties, who will not be individually identified. If Clients or Group Leaders do not wish to be involved in this it is requested that they contact SBC Outdoor Education to revoke this permission.

18. No Liability is accepted for:
 - Loss of or damage to any personal property belonging to or travelling with the members of any group, for example watches, jewellery, cameras or clothing.
 - Losses or additional expenses due to delays or changes in travel services, sickness, quarantine, weather, strikes, riots, acts of terrorism, war or any other cause.
 - Personal injury or death of any participants however caused unless by proven negligence of SBC.
19. In the event of any damages caused by clients to property or equipment in use by SBC, except by fair wear and tear, the Client or Group Leader will be charged the full replacement cost. Any damages must be reported to a member of SBC staff immediately.
20. The Group Leader is responsible for their group, including general safety, pastoral care, behaviour and compliance with SBC rules and conditions. They must also ensure that their own helpers are suitably trained or qualified and present in the appropriate ratios.
21. It is the responsibility of the Client or Group Leader to ensure that all areas used are left in a clean and tidy condition at the end of a visit.
22. All information given in any literature produced by or on behalf of SBC is correct at the time of going to press. It is given in good faith and is intended as a guide to activities, equipment and sessions ran at Whiteadder that are available and may be altered without notice to suit differing seasonal or other conditions.
23. If you have any complaint during your booking, please notify your Instructor. We will do our utmost to find a speedy and satisfactory solution. In the event that you are not satisfied with the solution please complain in writing to Outdoor Education Officer at SBC HQ within 14 days of the end of your booking.
24. For the comfort, health and safety of all concerned, smoking is forbidden throughout the Whiteadder site and whilst on the water sports equipment.
25. No alcohol or non-prescribed drugs may be consumed during any activities, or on the immediate surroundings of the Whiteadder premises. Under no circumstances will anyone who appears to be under the influence of alcohol/drugs be permitted to participate in any activity organised by SBC.
26. Dogs and other animals must not be brought on site without prior agreement with SBC.
27. SBC reserves the right to modify these standard Terms and Conditions without notice.