

Definitions

1. Throughout these Terms and Conditions the following definitions apply;

Activity: means the delivery of an Activity Session, Course or Hire.

Activity Date: the date on which the booked Activity is due to take place.

Activity Session: the delivery of a Booking for non-exclusive use of Longcraigs facilities for one evening, half day, full day or multiples thereof.

Booking: an arrangement for Longcraig to provide services on dates as specified on the booking confirmation / invoice. For the purposes of these Terms and Conditions, Bookings shall refer to all Activity Sessions, Course, Hires, and any other activity provided by Longcraig to the Customer or Users.

Co-ordinator: member of Longcraig staff, responsible for administration of bookings, courses or hires.

Course: a series of sessions designed to achieve a stated objective.

Customer or You or Your: the person making the Booking on behalf of the Group.

Customer Portal: Website or application provided by Longcraig to publish information for users and which users can use to check availability and make bookings.

Duty Manager: Senior member of Longcraig staff, responsible for running the session and acting as customer contact.

Group: the Scout Group, Guide Unit or other organisation to which the Customer belongs.

Hire: the loan of equipment for a period(s) as stated in the hire agreement.

In writing: textual communication delivered via email to a specified email mailbox.

Longcraig or the Centre: Longcraig Scout Centre.

Users: all members of the Group attending an Activity Session, Course or using equipment on Hire from Longcraig.

Week: seven calendar days.

Your Contract

2. Your contract is with Longcraig and is subject to these Terms and Conditions. Your contract with Longcraig is made once you have: (1) made a booking on behalf of your Group; (2) Longcraig has sent a booking confirmation / invoice to you; (3) you have confirmed the Booking by making the appropriate payment(s). In making a contract with Longcraig the

Customer, Group and Users agree to be bound by these Terms and Conditions.

General

3. The Customer and Group agree to be jointly and severally liable for any obligation arising out of the contract with Longcraig, regardless of whether the Customer remains a member of the Group or the Group ceases to exist.

4. A Customer or User who is also a member of staff at Longcraig, participates in an Activity only as a member of his/her Group, unless he/she is named on the staff sheet for the booking. A member of staff acting in the capacity of Customer or User forfeits any rights or privileges accorded to staff members. A member of staff acting in the capacity of Customer must follow the correct booking and payment procedures outlined in these Terms and Conditions.

Bookings and Payment

5. Bookings for Activity Sessions and Courses can only be made through the Customer Portal. Enquiries about Hires or special events should be made to the Centre Manager.

6. All Bookings are subject to maximum and minimum numbers and this shall be advised at the time of booking. Current minimum number is 6 participants. Bookings must be made not less than 4 weeks before the Activity is to take place.

7. All Bookings accepted by Longcraig shall be deemed to incorporate these Terms and Conditions which shall prevail over any other document or communication between Longcraig and the Customer unless otherwise varied by agreement in writing between Longcraig and the Customer.

8. On acceptance of a Booking, Longcraig will issue a booking confirmation / invoice, giving the details of the activity booked and payment(s) due. **Your invoice will detail; how you should make payment, the amount and due dates of these payments and how to alter or cancel your booking.** You should check this confirmation and immediately notify the appropriate Co-ordinator of any errors. **If you wish to confirm the booking you should make payment of a non-refundable (other than in accordance with the provisions of Clause 14) deposit of 25% of the invoice's value.**

9. **Your booking will not be completed until you have made full payment.** This must be done within **6 weeks** of the Booking Date or **3 weeks** before the

Activity Date whichever occurs first. If you do not complete your booking as above, your booking may be considered cancelled.

10. All payments should be made as detailed in your invoice. Longcraig does not have facilities to accept payments at the Centre and staff are instructed to refuse to accept payment on the night of the Booking.

11. Longcraig reserves the right to treat a Booking as cancelled if a due payment is not received on time. In any case the Booking will be considered cancelled if all due payments have not been received before the Activity Date. In such cases the Customer will remain liable for the full cost of the Booking as invoiced.

12. Payments should be made as detailed in your invoice. Copy invoices/receipts can be obtained by logging on to the Customer Portal.

Alterations & Cancellation

13. The Customer may alter or cancel a Booking at any time up to 4 weeks prior to the Activity Date by logging on to the Customer Portal and making the required alteration or cancellation. After this time the Booking becomes fixed and may not be altered further. A refund (less the non-refundable deposit) will only be paid if your cancellation or alteration is received in accordance with this timescale. Longcraig reserves the right to seek additional payment from the Customer if the number of Users attending is greater than that invoiced. If the cancellation is made within 4 weeks of the Activity Date, the Customer will remain liable for the full cost of the Booking. A Booking will be considered cancelled if the Users fail to attend at the correct time on the Activity Date.

14. In the event that Longcraig is unable to satisfy a Booking, as detailed in clauses 15 and 16 below or in the event of a Force Majeure as detailed in clause 23, then an alternative date or activity will be offered. If the alternative is not acceptable or suitable then all monies paid in respect of the Booking (including the deposit) will be refunded to the Customer. If an alternative date/activity is accepted these Terms and Conditions remain binding on the Customer for the alternate date/activity and Longcraig's obligation in respect of the original Activity Date will be considered as fulfilled.

15. Longcraig reserves the right to alter or cancel a Booking at any time prior to/on the Activity Date. Should this situation arise then Longcraig will notify

the Customer using the contact information provided on the booking form.

16. At the start of, or during, the Activity Session the decision to allow the activity to proceed or be cancelled rests with the Duty Manager and will be made if he/she considers that the safety of staff and customers would be compromised by continuing with the activity. We will endeavour to advise you of such cancellation before you travel.

Safety

17. Safety is paramount at Longcraig and all Customers are required to comply with the instructions of the Duty Manager and members of his/her staff.

18. Buoyancy aids are provided for all users and must be worn at all times when on the water or on the pier below the high water mark.

19. The Customer is required to designate one member of his/her group to assist the Duty Manager. This person will not participate in water activities and will remain responsible for the Users on shore.

Other Conditions

20. All Groups using Longcraig are required to assist the Duty Manager by undertaking small tasks prior to leaving the Centre to ensure it is ready the next user.

21. Any property left by Users will be retained for one week and then disposed of if not claimed.

22. Groups agree that any photographs taken may be used for the purpose of promoting Longcraig in our publicity material and website.

Force Majeure

23. In the event that Longcraig is prevented from carrying out its obligations under a Booking as a result of any cause beyond its control such as but not limited to unsuitable weather conditions, acts of God, war, strikes, flood and failure of third parties to deliver goods, Longcraig shall be relieved of its obligations and liabilities under such Booking for as long as such fulfilment is prevented.

Longcraigs Liability

24. Longcraig shall under no circumstances whatsoever be liable for any loss or damage whether direct indirect or consequential, howsoever caused even if that loss or damage is caused as a result of the negligence of Longcraig's staff.

25. Longcraig's liability in respect of breach or non-performance of any booking shall be limited to the invoiced value to which the claim relates.

Miscellaneous

26. If any provision hereof shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

27. Waiver by Longcraig of any breach of these conditions or any granting of time or indulgence by Longcraig to the Customer shall in no way affect the rights of Longcraig hereunder.

28. All headings are for convenience only and do not form part of these Terms and Conditions.

29. Any notice or demand to be given under these Terms and Conditions shall be in writing delivered by email to bookings@longcraig.info

30. The laws of Scotland shall govern the validity, construction and performance of any contract to which these Terms and Conditions apply and the parties submit to the exclusive jurisdiction of the Scottish Courts.

1st Jan 2022

South East Scotland Scouts	71 Bonaly Road, Edinburgh EH13 0PB	
Longcraig Scout Centre	Longcraig Pier, South Queensferry, EH30 9TD	0131 319 1036
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Courses Co-ordinator	Bob Park	courses@longcraig.info
Admin/Booking Co-ordinator	F Simon	bookings@longcraig.info