

Activity Booking Terms & Conditions

These are designed to ensure safety, clarity, fairness to all parties and to ensure your experience from initial enquiry till your return home after your venture is the very best we can provide. During the Corona Virus outbreak and the resulting limitation on services. We want to help our customers make their plans without any financial risk. We are not asking customers to pay a deposit until we can say with confidence that your activity or course will go ahead. All we need is a booking form. If you cancel before we confirm your booking we will refund in you full.

1.Booking & Payments System – Please complete and return a booking form. No deposit is required until your course or activity is confirmed. We reserve the right to refuse a booking, or to make changes to advertised prices until the point of confirmation of your venture. If this occurs, we will notify you and if you are not satisfied with this all monies paid will be returned. Full payment is due 1 week prior to commencement of your venture. Bookings made within 1 week of your start date will require full payment on booking. The price of your course can be varied due to government action, such as charges in VAT or any other government-imposed changes/ currency changes. If you do not pay your balance within the above time scales, you may incur further charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Payments can be made by BACS, Cheque, Credit/Debit Card or Cash.

2.Cancellation / Changes by you

Should for any reason you change details of your booking after we have confirmed, there will be a fixed admin fee of €25 (if the change reduces the overall cost). If the change increases the value of the package i.e. further payment is due, then the admin fee will be waived. Should you wish to cancel the event or make a significant change which greatly reduces the package you have booked (i.e. Cancel group places or specific elements of your package) the following cancellation schedule will be used to ascertain any outstanding fees.

Cancellation Schedules

More than 10 weeks prior to the start date

- Full deposit (excl.€ 25 admin. fee) will be retained.

Between 5 & 10 weeks prior to the start date

- 50% of the total cost will be retained.(excl.€ 25 admin. Fee)

Within 5 weeks of start date or during the event

- Full payment is due

3.Cancellation / Changes by us

1. a) Should we make changes or cancellation due to Active's inability to provide resources or staff, or when cancellation by others on your course makes continuation unviable or impractical, we will inform you as soon as possible with suggested alternatives. Should these not be satisfactory or suitable for you, we will refund all monies within 14 days.



2. b) We will always strive to provide you with the activity/venue/itinerary stated on your booking form / confirmation, however, the very nature of the outdoor environment means that the weather and other unforeseen circumstances can often determine that this is not possible. Examples of possible hindrance may be no water/snow, too much water /snow / wind, landslides, road /river blockage etc. Any changes we are forced to make due to these or similar circumstances will be based on ensuring your safety and providing you with a quality outdoor experience. We will inform you as soon as we have made an assessment that such a change is necessary, so that we can arrange alternative activities/venues /itineraries for your day/event/course that will be suitable for the whole group. Refunds are not provided in such circumstances.
3. c) Clients meeting us at venues that are not using our transport service. In the event of a venue change you will need to arrange to meet us at the alternative venue at your cost.
4. d) If, due to Force Majeure we are unable to fulfil our contract with you, you will not be due compensation or a refund. This relates to extremely unusual or unforeseeable circumstances beyond our control which generally affect us all. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, extreme weather conditions which make normal operations impossible to continue or dangerous. Events like these should be covered by your insurance or deemed to be an acceptable loss under the circumstances.

4. Insurance – Although we have full public liability insurance, you should arrange adequate personal insurance cover for activities, holidays and courses. You should note that many travel insurance policies exclude cover for certain sporting activities, so you should carefully check the terms of any proposed insurance policy to ensure that it meets your requirements.

5. Liability – In the absence of any negligence or other breach of duty by us or our employees and agents, you will be responsible for any loss, theft, injury or damage to your own vehicles, their contents fittings or accessories. In the event of a breach of this contract by Active, we shall not be liable for any loss, damage cost or expense arising out of the breach which was not reasonably foreseeable at the date the contract is made, except in respect of death or personal injury resulting from any act or omission on the part of Active Outdoor Pursuits. Active will only be liable for loss or damage caused by the proven negligence or default of the company or its employees in performing their obligations under this agreement.

6. Health and Safety – It is your responsibility when booking to ensure that you and members of your group are fit enough to cope with the activity and the environment associated with your booking. Clients must inform us prior to the event of any medical condition/ illness / disability (including medication which may affect their performance) so we can discuss your needs and make appropriate arrangements. All clients should inform their instructor immediately if they feel unwell during the activity. Clients must adhere to the instructions, guidance and decisions of our instructors as they have

specialist knowledge & skills and are committed to keeping you safe. Alcohol or illicit drug use is not permitted prior or during activities. Clients must show respect to equipment / vehicles / buildings / other clients / neighbours / staff / centre rules – Abuse or causing distress to others or loss/damage due to negligence will result in repair / full replacement costs. This may also lead to exclusion from activities / accommodation / courses without refund.

7.No Smoking Policy – Active have always had a no smoking policy in all centre buildings and vehicles. This is now supported by law: The Smoking, Health and Social Care (Scotland) Act 2005 and the Prohibition of Smoking in Certain Premises (Scotland) Regulations 2006.

8.Booking Forms, Medical Declaration, Group Details & Parental Consent Forms – The person booking must ensure that all participants and for those under 18 years of age – parents and guardians have received copies of booking conditions and all activity information & safety points prior to the event. Medical Declaration, Group Details & Parent Consent Forms must be completed and returned before the commencement date for the chosen activity. Failure to complete and return these forms on time may result in participants being excluded from activity without refund.

9.Visitors of clients – Please note that only paying clients have access to our facilities / buses or accommodations. Refusal will not necessarily be denied if permission is sought. Pets are generally excluded on the grounds of others comfort, health & safety.

10.Hire of equipment – When hiring any Active equipment for your personal use e.g. mats, etc. you are making a personal judgement that you have the necessary skills and experience to use this equipment safely in the environment, venue, grade of river, trails, ski run etc. that you chose to use it. Active is not liable for any personal injury or incident that may occur due to your choices whilst the hire equipment is with you. You are also liable for any damage, loss or theft of the equipment while it is hired in your keeping.

11.Service and feedback – We want you to enjoy your experience in the outdoors to its fullest, if you are dissatisfied with any aspect of the service provided by Active please inform us as soon as possible and we will take appropriate.

12.Photographs, Marketing & Social Media – Photographs and videos may be taken by Staff during your activity for marketing purposes. A selection of these will be uploaded to our social media sites of you to review and may be used for other marketing purposes and publications. It is our policy to retain the anonymity of our clients, we therefore never identify any group or person by their name or location.