

BOOKING TERMS & CONDITIONS

Thank you for choosing the EICA, Ratho for your event/activity. It is important that you understand clearly, when you make a booking with the EICA, Ratho, who is responsible for what. This document sets out clearly which responsibilities lie where.

Definitions

Below are the definitions of the words used in these Terms and Conditions:

Hirer: Confirmation	The person or company making the booking and/or named in the Letter
Event/Activity:	Climbing, abseil, aerial assault, teambuilding, IRATA, climbing based course or /session activity, the date of which has been agreed between you and The Edinburgh International Climbing Arena, Ratho.
Event Attendees:	Any person who will be attending your event including staff, guests, speakers and suppliers; agents operating on your behalf.
Facilities:	Any room and equipment belonging to The Edinburgh International Climbing Arena, Ratho.
EICA, Ratho:	The Edinburgh International Climbing Arena, Ratho.
Services:	Includes instructor and equipment hire, support, catering or any other business services.
Confirmation Letter:	The letter received with these terms and conditions, confirming your booking.
We; us; our:	The Edinburgh International Climbing Arena, Ratho.
You; your:	the person, organisation or company who will be attending or hiring from the EICA, Ratho.

The following are terms of the booking Contract (the contract) between you and the EICA, Ratho.

1. Your Booking

- a) By completing your booking whether by telephone or in person, you will have entered into the Contract with The EICA, Ratho and you will have agreed to pay all the charges for the facilities and services set out in the Contract, unless these are changed or cancelled under the terms of clauses 3 or 4 below. In which case you will pay the charges set out in the relevant clause (s)
- b) All bookings made with us are granted strictly for the purpose agreed and are accepted only on that basis.
- c) We will hold the facilities and services you have requested from the date of your confirmation letter. We will not allocate the facilities and services you have booked to other customers.

2. Who is the Contract Between?

- a) The contract is between you and us. You accept responsibility for paying all charges, including any extra charges, arising under the contract. The contract is subject to and construed and interpreted in accordance with the laws of Scotland and any relevant regulations of the EICA, Ratho. You may not transfer your rights or responsibilities under the contract to any other person or organisation.

3. Altering the Contract

- a) We understand that circumstances can change prior to your booking therefore we will accept alterations to the Contract up to 7 working days before your event/activity. We reserve the right to include any additional charges incurred due to any alterations we have found difficult to accommodate. After that time we will supply what is agreed in

the Contract and charge accordingly. We shall have no liability to you for any inconvenience or loss this may cause you.

- b) If you do alter the Contract, we will issue a revised Confirmation letter. The revised confirmation letter will include details of all previous and new facilities and services agreed, and any which have been cancelled
- c) There may be circumstances which require us to alter the facilities or services allocated to you. We will do this only if the alternatives we offer are suitable for your purposes as you explained them to us when you made the booking. There will be no extra charge to you if we alter your facilities or services.

4. Cancellation

- a) If you decide to cancel or postpone your booking, or alter facilities, activities and or services you have agreed to pay for in the contract, you will be liable to pay charges for any facilities or services that we cannot re-sell despite using reasonable efforts. You will pay in full for any facilities or services in the Contract that you do not cancel, whether or not you use them. The level of charge to be applied will depend on the amount of notice you give us, calculated from the following table:

Notice received by us (either by letter, phone or in person)	% of contracted revenue to be charged (Original)
More than 14 working days before the first day of the event/activity	No charge over and above any non-refundable deposit paid
Up to 14 working days before the first day of the event/activity	No refund given. 100% of course fee kept by EICA

- b) The cancellation charges referred to above represent a reasonable pre-estimate of the net loss that will be incurred by the EICA, Ratho, based on previous experience, including but not limited to lost time, costs and expenses due to cancellation.
- c) We will tell you the final cancellation charges once we know whether or not we have been able to re-sell the facilities or services cancelled.
- d) We reserve the right to cancel the Contract for reasons that are beyond our control. If this happens we will use all reasonable efforts to offer you an alternative. We cannot accept responsibility if we cannot provide facilities or services because of any cause which is beyond our control.
- e) We reserve the right to cancel the Contract without liability to you if you are in arrears of previous payments or EICA; Ratho becomes aware of any significant change in your circumstances that would adversely affect the reputation of the EICA, Ratho should your event/activity proceed.
- f) **IRATA clients will not receive a refund if a cancellation is made within 14 days prior to the event.**

5. Final Invoice

- a) After the event, we will send a final invoice to you for the balance of all final charges for the activities and services set out in the Contract after the event/activity. You will pay in sterling, to the address shown on the invoice, within 28 days of the date of the invoice. If you do not pay the invoice in full and on time, a reminder that may include a 10% non payment surcharge will be issued. After that time, we reserve the right to withdraw any discount that may have been granted. We may also charge you interest at 2% over the base rate for borrowing then applied by The Royal Bank of Scotland on all outstanding sums and any other relevant costs incurred by us as a result of your default.

6. Opening and Closing Times

- a) All events/activities in the building will start and end at the time agreed in the Confirmation Letter
- b) There may be circumstances which require us to close or evacuate the centre at short notice. If this happens we will use all reasonable efforts to offer you an alternative. We reserve the right to withdraw from the contract if we cannot provide facilities or services due to any closure or evacuation beyond our control.

7. Behaviour of Event/Activity Attendees

- a) You will make sure that your event/activity attendees behave in such a way that they do not cause a nuisance or unreasonable behaviour or disruption to the EICA, Ratho,

our employees, or to anyone else using or visiting EICA, Ratho. Should any of your event attendees refuse to, or appear unwilling to alter any aspect of behaviour that is unacceptable to us, we reserve the right to terminate the stay of the person(s) involved or all your event/activity attendees.

8. Liability

- a) The EICA will not be held liable for any loss or damage of property to the Hirer, his employees (if any) or contractors/suppliers or participants in the event/activity which is the subject of this hire, or any such property hired or loaned to them for the purpose of the event/activity, whilst on the EICA property concerned, unless such loss or damage is due to the proven negligence of the EICA's staff, volunteers or contractors.
- b) We cannot accept responsibilities for loss of, or damage to property or vehicles belonging to you or any of your event/activity attendees, howsoever caused.
- c) The hirer undertakes to pay EICA, Ratho on demand the cost of repairing or making good any damage to the centre (fair wear and tear expected) howsoever caused, arising out of or incidental to the event/activity and the cost of replacing any lost items of equipment included in the hire. If any damage caused by your event/activity prevents facilities and services being used whilst the damage is made good, you will be charged for any revenue lost during this period. We advise that you obtain insurance and are fully insured against all losses or liabilities.

9. Insurance:

- a) Edinburgh Leisure holds Public Liability & Indemnity Insurance for activities undertaken whilst under the supervision of qualified instructors, who are in the employ of Edinburgh Leisure.
- b) It is your own responsibility to provide any additional cover which may be required to meet any individual company or school's policies.

10. Services provided by other parties

- a) Only persons or organisations named in the Contract may provide services for your event/activity. The EICA, Ratho will not accept any liability for any costs connected with services you may have arranged directly with other providers.
- b) If you ask us to arrange services to be provided by any other organisation, we will only act as an agent for you and a 10% surcharge will apply. Any resulting contract is between you and the person or organisation providing the service, unless we specifically agree otherwise. We will treat the person or organisation providing the service as your event/activity attendee.
- c) The Hirer must provide a list of contact details of the service providers and/or suppliers that are involved in the event/activity at least 14 days in advance of the event/activity.

11. Health and Safety

- a) Accidents and damage must be reported to the EICA, Ratho Visitor Services Manager immediately, so that appropriate action can be taken to minimise permanent damage, and the Hirer must sign an Accidental Damage Report form before they leave the premises.

12. Prices

- a) Prices are quoted for your event/activity is subject to change, and all charges are based on the prices which apply when the facilities or services are requested.

Any additional costs incurred as a result of the hirer failing to comply with the terms and conditions will be chargeable to the Hirer.

