

## Definitions

1. Throughout these terms and conditions the following definitions apply:

("Longcraig" or "the Centre") Longcraig Scout Centre  
 ("Customer") the person making the booking on behalf of the Group  
 ("Group") the Scout Troop or Guide Company or Organisation to which the Customer belongs  
 ("Users") all members of the Group attending a Session or using equipment on hire from Longcraig  
 ("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 session, course, hire of equipment, and any other activity provided by Longcraig to the Customer or Users.  
 ("Activity Session") the delivery of a booking for non-exclusive use of Longcraigs facilities for one evening, half day, full day or multiples thereof.  
 ("Course") a series of sessions designed to achieve a stated objective.  
 ("Hire") the loan of equipment for a period(s) as stated in the hire agreement.  
 ("Activity") generic term covering the delivery of an Activity Session, Course or Hire.  
 ("Activity Date") the date on which the booked activity is due to take place.  
 ("Week") seven calendar days.  
 ("In writing") textual communication delivered via post or email.

## Your Contract

2. Your contract is with Longcraig, it is made under Scottish Law and is subject to these terms and conditions. Your contract with Longcraig is made once you have: (1) made a booking on behalf of all members of your group; (2) Longcraig has sent a booking confirmation / invoice to you; (3) you have confirmed the booking by signing the booking confirmation and returned it together with the appropriate payment(s). In making a contract with Longcraig you ("Customer"), the Scout Troop or Guide Company or Organisation to which you belong ("Group") and all members of the party for whom you are booking ("Users") agree to be bound by these terms and conditions.

## General

3. The terms and conditions applying to the Customer also apply to the Group. The Customer and the Group agree to be bound by these terms and conditions. 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 (does so only as a member of the Group) 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 hereunder.

## Bookings and Payment

5. Bookings for activity sessions and courses can only be made through Regional Scout Headquarters. Enquiries about hires or special events should be made to the Centre Manager.
6. All bookings must be made not less than 3 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. All bookings are accepted and fulfilled subject to these conditions unless otherwise varied by agreement in writing.
8. Bookings may be made singly or in blocks and paid in according to the conditions hearunder.
9. 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; who you should return the remittance advice and payment to, the amount and due dates of these payments and who you should contact if you wish 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 sign and return the remittance advice, together with your payment(s) in full.**
10. Your booking will not be completed until you have returned your remittance advice with full payment. This must be done within **4 weeks** of the date of our booking confirmation 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.
11. All payments should be sent to the person detailed on your booking confirmation. 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.
12. **Longcraig reserves the right to treat a booking as cancelled if a due payment is not received timeously.** In any case the booking may be considered cancelled if all due payments have not been received before the activity takes place. In such cases the Customer will remain liable for the full cost of the booking as invoiced.
13. Cheques should be made payable to Longcraig Scout Centre. Receipts will only be issued if an SAE is enclosed.

## Alterations & Cancellation

14. If you wish to alter/cancel your booking you must immediately notify the appropriate Co-ordinator as detailed on your invoice by telephone and on the same day send written confirmation signed by the person making the original booking. The date of alteration/cancellation will be taken as the date that written confirmation is received by the appropriate Co-ordinator.
15. The Customer may alter/cancel a booking at any time up to 3 calendar weeks prior to the Activity Date. After this time the booking becomes fixed and may not be altered further.

Longcraig reserves the right to amend the invoice if the number of users attending is greater than that invoiced.

16. In the event of a cancellation, an administration fee of £10 will be charged to cover administration costs. If the booking has previously been paid in full, the balance will be returned to the Customer.

17. If the cancellations is made within 3 calendar weeks of the activity date, the Customer will remain liable for the full cost of the booking.

18. A booking will be considered cancelled if the Users fail to attend at the correct time on the activity date.

19. Longcraig reserves the right to alter or cancel a booking at any time prior to the Activity Date. Should this situation arise then we will notify the Customer using the contact information provided on the booking form.

20. 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.

21. In the event that Longcraig is unable to satisfy a booking, or we cancel it at the start of the session, then an alternative date or activity will be offered. If the alternative is not acceptable or suitable then any monies paid in respect of the booking shall be returned to the Customer. If an alternative date/activity is accepted these terms and conditions remain binding on the customer for the alternate date and Longcraig's obligation will be considered as fulfilled.

## Safety

22. 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.

23. 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.

24. 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 group on shore..

## Other Conditions

25. All Scouts and Guides are required to follow the Scout and Guide laws whilst at Longcraig. Other groups are required to follow a similar code.

26. 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 for the next user.

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

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

## Force Majeure

29. 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

- 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 Longcraigs staff.
- Longcraigs liability in respect of breach or non-performance of any booking shall be limited to the invoiced value to which the claim relates.

## Miscellaneous

- 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.
- Waver 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 the Longcraig hereunder.
- All headings are for convenience only and do not form part of these Terms and Conditions.
- Any notice or demand to be given hereunder shall be in writing and shall be delivered by hand or sent by first class pre paid letter to the last known address of the party to be notified and shall be deemed to have been served immediately, if delivered by hand and forty eight hours after posting if posted as aforesaid.
- The Law 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 jurisdiction of the Scottish Courts.

1st Jan 2010

Sessions Co-ordinator	Regional Scout Headquarters, 7 Valleyfield St, Edinburgh EH3 9LP	0131 229 3756	
Center Manager	Malcolm Leckie	0131 316 4722	<a href="mailto:manager@longcraig.org.uk">manager@longcraig.org.uk</a>
Courses Co-ordinator	David Roy	0131 449 4393	<a href="mailto:courses@longcraig.org.uk">courses@longcraig.org.uk</a>
Booking Co-ordinator	Kath Gamble	0131 447 7858	<a href="mailto:bookings@longcraig.org.uk">bookings@longcraig.org.uk</a>
Treasurer	F. Simon, 22 Buckstone Grove, Edinburgh EH10 6PF		<a href="mailto:admin@longcraig.org.uk">admin@longcraig.org.uk</a>