

Lochranza Centre C.I.C

Terms and Conditions

2017



Please read through the following carefully. These booking conditions set out the terms of your contract with us.

Contract

A contract will only exist when we have received the required deposit and have acknowledged receipt of this via a booking confirmation or e-mail. The person signing the booking form must have the authority on behalf of the party to accept the following conditions on behalf of all party members. They will be the sole point of contact. The Contract between us is governed by the law of Scotland.

Payment

Before a booking can be confirmed, the party leader must sign and return the booking form.

Payment is often, but not always in three stages, which equate to the total amount owed to cover the price of the course or service provided. At the time of booking we will send you a booking summary which will document your total liability for your stay. However, additional costs may be added to this by mutual agreement to cover transport for courses, which is not included in our standard course price. Each stage will include a component of VAT. Please use BACS transfers. Cheques if used should be made payable to: Lochranza Centre C.I.C

First stage

Deposit: This will be charged as 10% of the overall fee + VAT and is non-refundable, but it is transferable to a substitute party member.

Second stage

Interim payment: 4 weeks after the initial deposit, a second payment of an additional 40% of the course fee + VAT will be required.

Third stage

Final payment: 8 weeks prior to arrival the final balance of 50% for the course fee +VAT will be required to be paid. At this stage, if the course content is not finalized to include centre transport provision, then an additional transport invoice, which covers the extra cost, may follow either just before or just following the date of the trip.

A payment date will accompany each of the invoices and payment should be in our bank with funds available to Lochranza Centre CIC by this date. Failure to adhere to or meet these times would constitute a breach of contract. Lochranza Centre would be entitled to issue a penalty charge of 4% interest payable on the amount outstanding.

Cancellations

In the event of a cancellation by a paying member more than 8 weeks before your trip commences then provided you can find a substitute person then no charge would be payable.

However, if a substitute member cannot be found then the deposit and then the interim payment, as they fall due, would be charged.

Within the 8 weeks period prior to arrival the following charges apply:

56-29 days: 60% of costs

28-15 days: 80% of costs

14 days or less: 100% of costs.

Price Fluctuations

Our prices are provided in good faith and are guaranteed against any surcharge, except changes in the rate of VAT, subject to the payments being received by the due date. If payments have not been received by the due date then the company reserves the right to increase prices or add a surcharge in response to unforeseen increases as a result of increased transport costs or government action causing increased labour costs or anything else out with our control.

Package Content and Description

Arrival day:

Due to the Island setting and distance people travel, many of our courses /trips commence with an initial overnight stay. On this arrival day, provided groups arrive by 20:00hrs they will be provided with an evening meal, and given a welcome talk and health and safety briefing prior to commencing their course the following morning.

More local groups may arrive earlier, either before or after lunch, as such, if they arrive prior to lunch, 12:30, they will be provided with a packed lunch, if after lunch their first meal will be an evening meal. If a morning or afternoon activity has been booked then an evening lecture or activity will accompany it.

Pier transfers:

Parties without their own transport will be transported to and from the pier at prescribed times or at mutually pre arranged times. The cost of this is included within the course fee which is part of our standard courses and self taught courses.

Arrival times for pick up from Brodick	16:15 and 19:00
Departure times to Brodick	07:05 and 09:54

Transport out with these times may be possible, but cannot always be guaranteed. Extra costs for transporting groups outside of the times above unless by agreement will be added to the cost to the party.

Supplementary Coach Travel:

Some course options and activities require transport to get to them. In this respect the Centre uses a variety of locally approved community transport methods ranging from taxi's to coaches to local service buses which run past the door. We have a standard supplementary charge of £10.50 per paying customer per return trip when this is required. Please consult you course sheets to see if such a supplementary charge is applicable to your option choices. Our office staff /Course Director will be happy to give advice on this to make sure all costs are budgeted for.

Supervision

The Company require teachers and /or other accompanying adults to agree to act in loco parentis at all times and will adequately supervise all members of the party.

When our staff are involved with instruction on field studies/activity sessions, it is the party leader's responsibility to ensure that:

- a) No group member under 18 consumes alcoholic beverages.
- b) No student or guest is allowed to bring alcohol onto the centre.
- c) Party leaders may bring alcohol onto the centre, only to be consumed in the staff lounge area.
- d) No group member smokes: on coaches in accommodation or in smoke free areas or in any areas which may prove a fire hazard.
- e) All party members must use lap belts in transport where provided.
- f) No student or party member breaks a UK law
- g) All party members abide by verbal or written safety instructions and guidelines issued by the centre and its instructors

These items must be discussed with all party members prior to the visit.

Health Matters

The party leader signing the booking form or alternatively the party leader in attendance must take responsibility for passing onto the centre any information concerning the health and welfare needs including dietary concerns of party members.

Liability

Responsibility is only accepted for any personal illness, injury or death which results from the negligent (as the word is understood in English law) acts and/or omissions of any servant or agent, or any supplier working on our behalf in the provision of facilities or services to you whilst acting within the scope of their employment. We will also accept responsibility for those parts of the tour arrangements which are under our direct control and for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand.

We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other services which are caused by circumstances out with our control e.g. force majeure such as war, the threat of war, riot, civil strife, industrial dispute, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions or any other situation out with our control.

We cannot be held responsible for the failure or inability of any equipment or computer programme to recognise or correctly to interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.

Data Protection

None of the information you provide to Lochranza Centre in connection with your booking will be divulged to third persons or parties unconnected with your tour without your express permission. The contact details supplied, including postal address, telephone and email address, will only be used to fulfil tour administration and to communicate details of Lochranza Centre products and services. The personal information supplied about party members will only be used to allow our employees, subcontractors and suppliers to provide our promised service to you.

Complaints Procedure

If you have a complaint about any aspect of your visit to our centre, please see a Director as soon as possible so that he can aim to resolve the situation. If a Director is not available please put your complaint in writing and forward it to Lochranza Centre.

Change of Programme

In the interests of Health and Safety, it may on occasions be necessary to modify or even cancel the study or activity programmed. The centre cannot be held liable for anything out with its control.

General Travel Insurance

Since many customers travel long distances to the island by a variety of transport mediums then disruption to arrival is a possibility and needs to be covered in case a party fails to make the ferry sailing and requires an overnight stay. Please make sure you have arranged your own Insurance cover for such an eventuality.

Personal Property

Your personal property, including baggage is your own responsibility at all times, unless any loss or damage is due to our negligence or failure to carry out our responsibility.

Small Group Numbers

Although the Centre has been proud to offer courses to lower numbers of participants, this though depends on availability of our teaching staff and safety ratios. As a rule we would say that bespoke courses would not run without 7 participants. However, if you are in a position of having just one or two students please talk with our office and we will try and give you dates when you could join with a larger party. The programme taught would then have to be agreed with both party leaders in advance to make sure we can best suit both party requirements.

Financial Protection Insurance

Lochranza Centre C.I.C, are a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that. At no extra cost to you and in accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Lochranza Centre Ltd are fully insured for the initial deposit and subsequently the balance of monies paid as detailed in your booking confirmation or curtailment of your travel arrangements due to the insolvency of Lochranza Centre Ltd. This insurance has been arranged with MGA cover services Ltd (registered address Farren House, The Street, Farren Court Cowfield West Sussex RH13 8BP, company registration :08444204 authorized and regulated by the Financial Conduct Authority registration number 597536) under a binding authority with the insurer CBL Insurance Europe Ltd (registered address 2nd Floor 13-17 Dawson Street Dublin 2 Ireland, who are authorized and regulated by the Financial Conduct Authority registration number 203120).

In the unlikely event of Insolvency you must inform MGA Cover Services Ltd immediately on +44(0) 2035404422. Please ensure you retain this booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid back to you by your Travel Insurance or any losses which are recoverable under another Insurance or bond.

Public, Products and Tour Operators Liability

We are pleased to announce that Lochranza Centre C.I.C will be covered by policies put together by for us by Activities Industry Mutual. They cover public liability to £10,000,000 and products liability to £10,000,000.

External Transport Provision

As a tour operator we are in a position to book ferry tickets over to the Island. Currently our rates are no different to what an individual could get through Caledonian Macbrayne themselves, but it may help you if we do this for you. If you do ask us to secure tickets for you then the tickets will be purchased based on the information and group numbers you provide initially. Lochranza Centre cannot be held liable for amendments made to numbers which are not clearly conveyed to us. The tickets will be available for collection on arrival at Ardrossan ferry terminal, and an invoice will be issued buy us to you, once we have purchased the tickets.

Our Insurance Provider AIM mutual has asked us for a signed adult and parental consent form, copy of which is enclosed, to be available for each participant attending the centre.