

# Terms and Conditions

This website is operated by Adventure Logic LTD of Hartridge, Innerleith, Cupar, Scotland, KY15 7UP. Throughout the site, the terms “Scotland’s Canyons”, “we”, “us” and “our” refer to Scotland’s Canyons offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current store shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## 1. General Conditions

1. We reserve the right to refuse service to anyone for any reason at any time.
2. You understand that your content (not including credit card information), may be transferred and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

## 2. Accuracy, Completeness And Timeliness Of Information

1. We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.
2. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## 3. Modifications To The Service And Prices

1. Prices for our products are subject to change without notice.
2. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
3. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## 4. Products Or Services

1. Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
2. We reserve the right to limit the quantities of any services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
3. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## 5. Bookings

1. A booking shall be made by completing the Purchasing Process and not accepted until a confirmation has been issued by us and received by the Client, all the necessary forms have been completed and payment made in accordance with the price quoted.
2. We reserve the right to reschedule a booking once the maximum number of participants per booking has been reached. In any such case you will be offered a refund or an alternative date.

## 6. Purchases on the Website (Adventure Pass or Gift Voucher)

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1. To complete a purchase, you first have to place an Order for Products. Then, this Order has to be accepted by us.
2. To place an Order you must be 18 years of age or over. To place an Order you will have to select the Products on the Site, select your preferred delivery method and finally click on the "Pay With Card" button.
3. When you place the Order through the Site you will receive an automated email confirming receipt of your Order. The Order Receipt email contains full details of your Order (such as Order No., information on the Adventure Pass or the Gift Voucher you purchased, price, and other). Please note the Order Receipt email is NOT already an acceptance of your Order.
4. When your Order is accepted by us, we send you an email confirming that ("Confirmation email").
5. Once you receive the Confirmation email, your Order has been finally accepted by us and the purchase contract between you and us is concluded in relation to the Adventure Pass or the Gift Voucher. Such a contract is composed by: your Order; our Order Receipt and Confirmation emails; the then current Terms and Conditions shall apply.
7. **When Orders are not accepted**
  1. While we do our best to always accept Orders, we could however refuse an Order in certain cases, for example if: you provide us with incomplete, incorrect or fraudulent information regarding your identity, age, payment details, billing information, we discover that there was an error on our Site relating to the Services you ordered, for example as regards the price or description displayed; the Services you ordered are no longer available; We have reasonable grounds to believe that you intend to resell the Services.
  2. If we cannot accept your Order we will contact you by email as soon as possible but in any case no later than 14 days from the date of your Order. If we cannot accept your Order because the Services are no longer available, or because of an error in the price and/or other information on our Site, we will refund you any money you may have already been charged for such Services.
8. **Return, Refund and Cancellation Policy**
  1. We hope your order meets your expectations, however if you are dissatisfied with your order, or change your mind, You may cancel within 60 Days of your order and at a minimum with up to 72 hours prior to your booking taking place and we will refund you the sums paid less than the transaction fees incurred by us. To do so, please contact us per email quoting your order number and we will explain how to proceed.
  2. If you cancel with less than 72 hours prior to your booking taking place or outside the 60 Days cancellation period or not at all arrive at the location at the time of your booking ("No Show") or are longer than 30 minutes late without notifying us in good time ("Late Arrival"), you will not be eligible to reschedule to another date and no requests of reimbursement or liability or recourse claims can be made against us.
  3. We are entitled to cancel a booking for important reasons before the start of the booking. Important reasons are in particular illness or force majeure. We agree to inform you of any cancellation immediately by e-mail.
9. **Chargebacks**

You agree to contact Scotland's Canyons prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any Transaction. If you make a card payment through Scotland's Canyons, and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and or pursue legal action as the case may be.
10. **Accuracy of Information**
  1. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order or restrict the participant number. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
  2. You agree to provide current, complete and accurate information for all purchases made at our store.
11. **Third-Party Links**
  1. Certain content, products and services available via our Service may include materials from third parties.
  2. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

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3. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### 12. Personal Information

1. For the purposes of applicable data protection legislation, Scotland's Canyons will process any personal data you have provided to us in accordance with our Privacy Policy available on the Scotland's Canyons website or on request from Scotland's Canyons.
2. You agree that, if you have provided Scotland's Canyons with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Scotland's Canyons and (2) that you have brought to the attention of any such third party the Privacy Notice available on the Scotland's Canyons's website or otherwise provided a copy of it to the third party. You agree to indemnify Scotland's Canyons in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

### 13. Errors, Inaccuracies And Omissions

1. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
2. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### 14. Prohibited Uses

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### 15. Disclaimer Of Warranties; Limitation Of Liability

1. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
2. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
3. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
4. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
5. In no case shall Scotland's Canyons, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if

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advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **16. Waiver and Release**

1. Canyoning is considered a high risk activity. All bookings and your participation in our services are therefore considered as at your own risk. You will be required to sign a waiver and release agreement prior to the commencement of the services and bookings.
2. Scotland's Canyons's liability for any claims, injuries, loss, harm and/or damages arising from and/or in any way related to your use of our services or our services and bookings and your acts and/or omissions, are expressly excluded.
3. Your use of Services is at your sole and exclusive risk. Participants are solely responsible for evaluating the suitability of the services booked and are advised to take out appropriate and suitable cancellation, curtailment and accident insurance. Scotland's Canyons does not assume any responsibility over your omission to take out adequate insurance.

### **17. Indemnification**

You agree to indemnify, defend and hold harmless Scotland's Canyons and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable solicitor's fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **18. Termination**

1. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
2. These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
3. If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **19. Severability**

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **20. Entire Agreement**

1. The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.
2. These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).
3. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

### **21. Governing Laws**

These terms and the relationship between you and us shall be governed by the laws of Scotland and the courts of Scotland shall have non-exclusive jurisdiction over any dispute.