



Ocean Vertical Scotland Ltd Terms and Conditions

Definitions

When the following words with capital letters are used in these terms, this is what they will mean:

We/Our/Us: Ocean Vertical Scotland Ltd (“Ocean Vertical Ltd”) (registered no. SC631318), whose registered office is at 25 Duke Street, Belhaven, East Lothian, EH42 1NT and Our employees, guides or subcontractors.

Ocean Vertical Activity: Any activity which takes place with Our team, including both Water Based Activities and Land Based Activities.

Participants: Individuals/the group of individuals, as listed at the foot of this page, for whom you are responsible.

Land Based Activities: Any land-based Ocean Vertical Activity, including but not limited to all year-round mountaineering and single pitch rock climbing.

Water Based Activities: Any water-based Ocean Vertical Activity, including but not limited to coasteering, stand up paddle boarding [SUP] and surfing.

Limitation of Liability

Participants use Our facilities and other relevant equipment provided by Us entirely at their own risk.

We will not be responsible for any damage to or loss of property belonging to Participants.

We will not accept any liability for personal injury sustained by Participants from any Ocean Vertical Activity or from the use of Our equipment, unless such injury is caused by Our negligence or the negligence of Our employees.

We can accept no responsibility for accidents or losses arising either directly or indirectly as a result of any medical condition or physical disability.

Safety and Supervision

Participants must wear safety equipment at all times whilst on or about to go onto the water.

Participants must wear any and all safety equipment provided by Us. Safety equipment should be worn at all times unless advised otherwise by Us.

Participants must observe all directions, instructions and requests by Us and Our staff.

It is prohibited to consume alcohol or drugs prior to any Ocean Vertical Activity. Anyone found to be under the influence of alcohol or drugs will not be allowed to participate and no refund will be offered.

Ocean Vertical holds an Adventure Activity License. This allows participants under the age of 18 to take part in an Ocean Vertical Activity without parent / guardian supervision. Prior to the Activity the parent / guardian must sign the Ocean Vertical Declaration form at the bottom of this document.

If Participants are using their own equipment, Participants must satisfy themselves that it is adequate to meet the prevailing conditions. We have the right not allow equipment to be used if we deem it as unsuitable.

We may refuse to allow any Participant to take part in any Ocean Vertical Activity or to stop and or remove a Participant from any Ocean Vertical Activity should We, in Our sole discretion, deem it necessary to do so in the interests of safety, or for any other reason, and no refund will be offered.

Ocean Vertical has taken all reasonable steps to provide you with the level of care and assurances of safety appropriate to Ocean Vertical Activities. However, you should be aware that certain risks remain which are inherent to the activity. Amongst other things, some of these risks can contribute to:

- Accidental injury, illness, or trauma.
- The loss of, or damage to, personal clothing or equipment.
- Feelings of discomfort, pain, fear and/or apprehension.

The level of real (as opposed to apparent) risk associated with the activities of Ocean Vertical is low. However, the type of risks may be something with which you are not familiar. Things you may encounter include, but may not be limited to:

- **Rough or Rugged Terrain:** This may, for example, be on mountain or moorland, rough cultivated land or rocky shoreline. If you are used only to footpaths, tarmac surfaces and gentle inclines, this may put greater strain on joints and muscles than you are used to.
- **Physical Effort:** All our activities involve some degree of physical effort that at times may be more than you are used to. If you have medical conditions, injuries or physical disability, past or present, these must be declared at the time of booking and prior to the session commencing so we can appropriately accommodate any individual that wishes to participate.
- **Water Activities:** All normal and appropriate precautions will be taken, including the use of personal protective equipment, such as buoyancy aids and wetsuits when appropriate.
- **Environmental Risks and Hazards:** These may include such factors as, heavy rain, heavy snow, ice, gales, avalanche and rock-fall, although the more common would be rapid and significant changes in the temperature/weather and unstable and uneven or slippery conditions underfoot.
- **Slips and Trips:** You should be aware that the likelihood of falling or slipping will be greater than you are used to.

Medical and Insurance

Ocean Vertical Public Liability Insurance will meet claims resulting from accidental injury or damage to property if it is proved it was caused by Our negligence or the negligence of Our employees.

Participants wishing to obtain cover for personal accident and third-party liability are advised to contact an insurance company or broker. Any overseas visitors should confirm that they have appropriate insurance, which includes adventurous activities, to cover medical cost if any medical intervention should be needed.

Payment Policy

Payment for Ocean Vertical activities must be made in full at point of sale on Our website booking platform. For Ocean Vertical Custom adventures payment must be received in full 28 days prior to the activity.

Cancellation and Refunds

We need at least 28 days notice of any cancellations and we regret missed sessions / trips cannot be refunded. All Ocean Vertical activities take place outside in the natural environment. As such weather conditions can be unpredictable. We will only offer a refund / alternative activity / alternative date if, in Our sole opinion, the weather conditions represent an unacceptable level of risk.

Physical Fitness

Participants should be confident in and around water, on rough and broken terrain and any medical condition or physical disability must be declared at the time of booking and prior to the session commencing so we can appropriately accommodate any individual that wishes to participate.

If Participants have suffered a concussion in the last 8 weeks, they are not permitted to participate in any Ocean Vertical Activity.

Swimming Ability

Participants must be confident in cold water including full immersion and able to swim 15m unaided prior to booking - it is the Participant's responsibility to ensure this standard. If Participants swimming ability is not of this standard, Participants must advise a member of Our staff at the time of signing this document.

Personal Insurance

We have public liability insurance, which does not provide personal insurance cover (e.g. loss, damage, injury, accident) of any kind.

These terms and conditions contain important information concerning participation in any Ocean Vertical Activity and, accordingly, you acknowledge and agree that all Participants (and their personal representatives including parents and guardians where applicable) are aware of, and accept these terms and conditions.

Photographs and video may be taken to record activities. Participants will have the chance to give permission (opt in) to staff. Images are used to document your experience and are for reporting and promotional material and will only be used by Ocean Vertical Ltd.

All matters arising out of or in connection with these Terms and Conditions shall be governed by Scots law and shall be subject to the jurisdiction of the Scottish Courts.

Declaration

I have read in full, understand and agree to abide by all the terms and conditions issued by Ocean Vertical and accept them on behalf of the Participants listed below.

If applicable, I confirm that I have authority to accept these terms and conditions on behalf of all Participants and declare that if I am not the parent or guardian of any Participant Who is under 18 years, that I have the authority of their parent(s) or guardian(s) to sign and accept these terms and conditions.

Please note by writing the names of each Participant you are confirming your / your Participant's place on an Ocean Vertical Activity and that you have read, understood and accept these terms and conditions on your own and / or the Participant's behalf.

Please provide the following information for each Participant, including yourself, having read this document carefully, signing at the bottom of the form on this page as an indication that you have read and understood all the details.

Lead contact	
Full name	
Address	
Post Code	
Emergency Telephone number	
Signature	

Please see add the full list of participants on the next page

Participant 1	
Full name	
Address	
Post Code	
Tel no	
Emergency Contact	
Emergency Contact Tel no	
Details of any conditions, allergies, drugs or medicines taken by participant	
Any special dietary requirements	

Participant 2	
Full name	
Address	
Post Code	
Tel no	
Emergency Contact	
Emergency Contact Tel no	
Details of any conditions, allergies, drugs or medicines taken by participant	
Any special dietary requirements	

Participant 3	
Full name	
Address	
Post Code	
Tel no	
Emergency Contact	
Emergency Contact Tel no	
Details of any conditions, allergies, drugs or medicines taken by participant	
Any special dietary requirements	

Participant 4	
Full name	
Address	
Post Code	
Tel no	
Emergency Contact	
Emergency Contact Tel no	
Details of any conditions, allergies, drugs or medicines taken by participant	
Any special dietary requirements	

Participant 5	
Full name	
Address	
Post Code	
Tel no	
Emergency Contact	
Emergency Contact Tel no	
Details of any conditions, allergies, drugs or medicines taken by participant	
Any special dietary requirements	

Participant 6	
Full name	
Address	
Post Code	
Tel no	
Emergency Contact	
Emergency Contact Tel no	
Details of any conditions, allergies, drugs or medicines taken by participant	
Any special dietary requirements	