



OCEAN VERTICAL SCOTLAND LTD. TERMS AND BOOKING CONDITIONS

The following booking conditions form the basis of your contract with Ocean Vertical Scotland Limited, a company registered in Scotland (company number SC631318) of Hedderwick Hill Stables, Belhaven, East Lothian, EH42 1XF. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them. These booking conditions apply to all arrangements for your trip which we agree to make, provide or perform, as applicable, as part of your contract with us. In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. “We”, “us” and “our” means Ocean Vertical Scotland Limited. References to “departure” are to the start date of the trip arrangements we have contracted to provide.

1. Making your booking

Suggested itineraries appear on our website. Please complete a booking online or contact us by phone or email to discuss your requirements and we will send you an itinerary proposal for your trip. The first named person on the booking will be the “party leader”. The party leader must be at least 18 when the booking is made and is responsible for making all payments due to us. This individual must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By submitting the booking enquiry, the party leader confirms that he or she is so authorised.

If you have any special request, you should advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met.

Some of the trips we offer may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility.

Should you suffer from any medical condition, disability, significant reduction in mobility or significant allergy which may affect your trip (including any which affect the booking process) or have any special requirements as a result, please tell us before making a booking so that we can assist you in considering the suitability of the arrangements and/or making the booking.

Once we have agreed an itinerary or you have completed an online booking, subject to the availability of your chosen arrangements, we will confirm your trip by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. You must contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

A deposit, which is usually 20% of the cost of the trip, must be made at the time of booking in order for us to confirm your trip. Where you book online, full payment will be taken at the time of booking.

A binding contract between us comes into existence when the confirmation invoice is sent to you. You agree that Scottish law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us and any claim (and whether or not involving any personal injury) must be dealt with by the Courts of Scotland only.

2. Participation

You must be at least 18 when the booking is made. We hold an adventure activity licence which allows us to take some participants under 18 without parent/guardian supervision. By making a booking as a parent or responsible adult on behalf of anybody aged under 18, you agree to accept these conditions on their behalf, and are responsible for ensuring all information supplied to us is correct and up-to-date.

Parents, or responsible adults, are responsible for the safety and behaviour of any person aged under 18 during the trip. You will be asked to complete a parental indemnity form prior to commencing the trip as a condition of being allowed to participate. Should a child be unable to complete the trip, the parent, or responsible adult, must abide by our instructions and accompany the child as appropriate to the particular circumstances or as may be advised by us.

3. Your responsibilities and health and safety

You agree that in visiting remote and mountainous regions there is an element of flexibility. The itinerary stated in the booking documentation is indicative only and not a guarantee that a particular route will be followed or place reached. You must acknowledge that delays and alterations and their results, such as inconvenience and discomfort, are possible where unforeseen circumstances arise.

You must accept the inherent hazards involved in the sort of trips we operate. We operate in remote areas, facilities are usually basic, terrain may be rough or rugged, most trips require some degree of physical effort which may be more than you are used to. Where water based activities are included water may be cold and you must be able to swim 15 metres unaided. Weather can be changeable and you must be prepared for this.

By making a booking you acknowledge and accept the inherent hazards involved in our trips which may include a risk of personal injury, death, illness, and/or loss or damage to property. Except as set out in these booking conditions, we cannot accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage you incur as a result of your participation in the trip booked.

You must have a level of fitness commensurate with your chosen trip.

It is your responsibility to ensure that you have suitable footwear, waterproof clothing and other items when participating in our trips.

Where we or our supplier provides safety equipment you must use it or wear it as instructed. If you wish to use your own safety equipment you must ensure that it is adequate to meet the conditions. If, in our, or our supplier's, reasonable opinion, the equipment is not suitable we and/or our supplier has the right to insist you use the equipment provided by us or our supplier.

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid direct at the time to us or our supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the trip of the person(s) concerned. In this situation, the person(s) concerned will be required to cease all use of the trip services. We will have no further responsibility

toward such person(s). No refunds will be made and we will not pay any expenses, costs or losses incurred as a result of the termination.

4. Our responsibilities

We promise to make sure that the trip arrangements agreed with you are made, performed or provided with reasonable skill and care. We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of the person(s) affected or
- the act(s) and/or omission(s) of a third party not connected with the provision of your trip or
- 'force majeure' as defined below.

We have public liability insurance to cover our legal liability to you.

5. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, Force Majeure. In these booking conditions, Force Majeure means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, an outbreak of a serious illness at your destination, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity. Force Majeure also includes the covid-19 pandemic and its impact on travel. When we refer to the covid-19 pandemic in these booking conditions, we mean the pandemic resulting from the illness or disease caused by the novel coronavirus which is now called severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and any mutations or variants of the same and/or any other coronavirus (and its mutations and variants) which is treated as part of the same pandemic and/or another pandemic however described.

6. Changes or amendments to your trip by us

Occasionally, we may have to make changes to a planned trip both before and after bookings have been confirmed. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

If we have to cancel your trip before it starts we will offer you the chance to reschedule your trip, a voucher or a refund of the payments you have made to us for your trip.

Very rarely, we may be forced by "force majeure" (see above) to change or terminate your trip after departure but before the scheduled end of your trip. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

7. Pricing and surcharges

The price of your trip will be confirmed prior to you making a booking. A deposit, usually of 20%, (or full payment for online bookings) must be paid to confirm your booking. Full payment will be due 28 days prior to the start of your trip. The due date will be on your booking confirmation. If you do not

pay the balance in full and on time we are entitled to assume that you want to cancel your trip and you will forfeit your deposit.

We reserve the right to make a surcharge in the event of any price increase prior to the start of your trip. Any applicable surcharges will be become due on notification however, we promise not to levy a surcharge within 14 days of the start of your trip.

8. Minimum numbers

Please note that each trip has a minimum number of participants required for its operation. A trip may be cancelled due to insufficient numbers up to 7 days before departure. In this instance you will be offered the opportunity to transfer to a similar trip or a full refund will be offered (excluding any administration fees).

9. Cancellations and changes to your booking

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee it will be able to meet any such requests. Where we can, an amendment fee, which will be confirmed at the time, will be payable together with any costs incurred by us and any costs or charges incurred or imposed by any of our suppliers.

You may cancel your confirmed booking at any time before departure by notifying us in writing. Cancellation charges will apply. Cancellation charges are:

- Up to 29 days prior to departure – loss of deposit
- less than 28 day before departure – 100% of the cost of the trip .

10. Insurance

Insurance is recommended. You travel, together with your personal property including baggage, solely at your own risk at all times and you are wholly responsible for arranging your own insurance should you wish to do so.

11. Conditions of suppliers

Many of the services which make up the your trip are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

12. Making a complaint

Should you have a complaint about any part of your trip, you must tell both the relevant supplier and the trip leader at the time. It is only if we and the relevant supplier know about problems that there will be the opportunity to put things right. Any complaints must be communicated to the trip leader immediately while on your trip and in writing to us no later than 28 days after the end of your trip.

13. Photographs and videos

We may take photographs and videos during the trip. Images and video are used to document your experience and are for reporting and promotional material only. If you want to opt out please let us know.

14. Vouchers

Where you have a voucher it is valid for 12-months from the date of issue. Vouchers cannot be extended or exchanged for cash.

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 parents 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.