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[arcguiding.com](http://arcguiding.com)

## Arc Guiding Terms and Conditions

1. Name
  - a. Arc Guiding is the public trading name of Malcolm O'Reilly (Sole Trader, MO).
2. Booking
  - a. Booking, Alteration and Cancellation.
    - i. Submission of an enquiry is not a confirmed booking. A provisional booking will be made in writing (post or email) by Arc Guiding. Bookings are confirmed when 50% non refundable deposit, or full payment is received.
    - ii. If you choose to cancel your booking, you must inform Arc Guiding as soon as possible by phone or email. Cancellations more than 3 weeks in advance will be eligible to a full refund. Cancellations less than 3 weeks in advance will be eligible to a 50% refund. Cancellations by you less than 24 hours before the activity start are refunded or not, at the discretion of Arc Guiding.
    - iii. Arc Guiding may choose to cancel or alter your agreed itinerary at any time, on the grounds of safety, responsible access or unforeseen circumstances. Where appropriate, a suitable alternative, different booking date or refund will be offered, at the discretion of Arc Guiding.
    - iv. Enquiries are welcomed regardless of age, sex, medical history or culture. However, whilst every reasonable effort will be made to accommodate clients' needs, MO reserves the right to decline a booking or alter or cancel an agreed itinerary for operational reasons or to fulfil his duty of care to clients. Where this is the case, an explanation will be provided and alternatives or refunds will be provided as appropriate.
  - b. Payment
    - i. By cash, cheque, direct bank transfer or Pay Pal (for which details will be provided).
  - c. Insurance
    - i. For some itineraries, Arc Guiding may recommend taking out separate travel insurance. MO will hold appropriate Public & Products Liability insurance for the activities offered (for which details are available on request).
3. Itineraries
  - a. Medical
    - i. Every effort will be taken to maximise clients' comfort and safety during their activity. However, it should be noted that all activities, by their very nature, involve an element of risk of injury or death. Appropriate training, procedures and equipment will be used to minimise these risks, but they cannot ever all be fully eliminated (clients are encouraged to read the BMC participation statement (1)). You recognise that you are participating of your own free will and you are encouraged to familiarise yourself with the risks involved.
    - ii. At booking, clients will be asked to disclose confidentially any medical conditions that may affect them or others during the activity. Wherever possible, activities will be tailored to take these into account. You are responsible for disclosing your medical history accurately and providing relevant medication. Failure to do so will reduce the liability of MO in the event of a related injury or illness and may adversely impact any subsequent insurance claims.
  - b. Leadership and Duty of Care

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- i. All activities will be conducted within the remit of the National Governing Body Awards held by MO.
    - ii. Details of weather, terrain, route and activity will be communicated accurately by MO prior to and during the activity. You will also be required to use suitable clothing and equipment (and advised beforehand).
    - iii. You are entitled to withdraw from any activity at any time (within reason) and are encouraged to communicate your concerns to MO. MO will at all times aim to lead following the principle of 'SEL', recognising that safety and enjoyment create a good environment for learning. You recognise that, where practicable, all steps will be taken to minimise or remove objective risks, but subjective risks may intentionally be retained in the interests of the activity.
    - iv. You recognise that you have a duty of care for your own comfort and safety, as does MO towards you. You are required to take responsibility for your own actions, especially where they may affect the safety of others. You agree to follow the instructions given by MO during the activity and your decision to ignore specific instructions effectively negates MO's responsibility for your safety.
    - v. MO undertakes to follow national guidelines for the protection of children and vulnerable adults (2).
  - c. Scottish Outdoor Access Code
    - i. All activities will be conducted in accordance with the Scottish Outdoor Access Code (3). If an itinerary must be altered to comply with 'responsible access', then the decision of MO will be final. While clients are being led by Arc Guiding, they are legally required to comply with the Scottish Outdoor Access Code (e.g.: regarding litter and disturbance).
  - d. Smoking
    - i. Smoking is not permitted in any vehicle used by Arc Guiding during the activity. Although the outdoor environment does not constitute an 'enclosed public place', it is a workplace and as such, smokers are requested to smoke away from staff and other clients.
4. Transport
- a. Group sizes up to four people will be driven by MO via MPV car. Groups up to 7 will be driven by MO in a hired vehicle of similar standard, reflected in the fee. Groups of 8 and above should contact MO to discuss arrangements.
  - b. Clients may choose to drive their own vehicle, but no refunds will be made where the fee includes transport.
5. Group sizes
- a. Client to guide ratios will be followed with respect to Arc Guiding's written and dynamic risk assessments. This applies to both private and public bookings, the details of which are available on request.
6. Equipment
- a. Where Arc Guiding supplies equipment for clients use, it will meet all relevant safety standards and be fit for purpose. Arc Guiding reserves the right to charge clients for the hire of such items, or for replacement or repair due to neglect or abuse.
  - b. Where client's own equipment or clothing is not suitable (for example, mountaineering days), Arc Guiding may require the client to use, hire or buy another item for the activity to continue. Advice will be given at time of booking.
7. Advertising
- a. Text and images used in advertising are to provide a guide only and are not intended to be definitive of the experience. By their very nature, weather and wildlife sightings cannot be guaranteed. However, every reasonable effort will be made to provide an excellent experience.
8. Other Organisations
- a. Occasionally, another company may be employed as part of the itinerary (e.g: boat operator, accommodation provider, hire company, etc). Arc Guiding will endeavour to select companies of a suitable standard, however, the availability and standard of their products and services are beyond Arc Guiding's control. Clients are liable for damages to or loss of associated property caused by themselves.
  - b. Where payments must be made to another company (e.g.: hire, tickets, etc.), the client will be made fully aware in advance of their liabilities (if any) wherever possible.
  - c. Where a client has opted to make a separate payment to an external company, they have entered into a contract with that company for their services.
9. Data protection and Photography/Video.

- a. All information submitted by you will be treated according to Data Protection principles as stated by the ICO (4) . Uses include monitoring of risk, marketing and detection of crime.
- b. Arc Guiding would like to send you updates in future, or request feedback from you, in order to improve the service. You have the option to choose how to be contacted, or not at all.
- c. Photographs/video taken by Arc Guiding during your activity remain the property of Arc Guiding. These may be responsibly used for all advertising, including on social media sites. In booking with Arc Guiding, you have granted permission for this use. You are entitled to withdraw that permission and may declare so at booking.
- d. When recording their own photos/video during an activity, clients are requested to exercise respect for others and sound judgement with regard to the Wildlife and Countryside Act (5) (MO will be able to advise).

#### 10. Children

- a. Children are welcome when accompanied by their parents / guardians. Wherever possible, itineraries will be tailored to meet the needs of the client. It should be noted that some itineraries and weather conditions would be unsuitable for young children. Advice can be given at time of booking.

#### 11. Dogs

- a. Clients wishing to bring a dog(s) are welcome on suitable private bookings, at the discretion of MO. They may be required to supply their own transport and must remain in proper control of the animal(s) at all times (this may require the use of a lead). Itineraries may be tailored to avoid disturbance to wildlife. Clients will be responsible for cleaning up after their dog(s).

#### References

1. BMC Participation Statement. The sentiments of this statement are echoed across the UK adventure and nature-based tourism industry. <https://www.thebmc.co.uk/risk-and-safety>
2. Scottish Government 2014 *National Guidance for Child Protection in Scotland*. <http://www.gov.scot/Resource/0045/00450733.pdf>
3. Scottish Outdoor Access Code. <http://www.outdooraccess-scotland.com/>
4. Information Commissioners Office *Data Protection Principles*. <https://ico.org.uk/for-organisations/guide-to-data-protection/data-protection-principles/>
5. Wildlife and Countryside Act and Amendments.. <http://jncc.defra.gov.uk/page-1377>