



LYNN MILL • DOUGIE MILL

Terms & Conditions

Please read this small print.

1. General

- 1.1 All bookings made with Dougie Mill and/ or Lynn Mill for any lessons, instruction, coaching sessions or other activities (“**Lessons**”) provided by Dougie Mill and/or Lynn Mill (each an “**Instructor**”, together the “**Instructors**”) are subject to the terms and conditions set below (the “**Ts&Cs**”).
- 1.2 By making a booking with either of the instructors, you confirm that you have read and agree to the Ts&Cs. There may be additional terms and conditions specific to your booking.

2. Insurance

- 2.1 It is your responsibility to obtain sufficient insurance cover for all activities which are to be undertaken during your Lessons.
- 2.2 You confirm that at the time of any Lessons you will be covered for all the activities (including skiing and snowboarding) (“**Snowsport Activities**”) in which you will be participating, including but not limited to piste skiing, off-piste skiing or snowboarding, race or competition training, ski touring, heli-skiing and/or adaptive Snowsports Activities as may be relevant.

3. Payment terms

- 3.1 You will be advised of the total price of any Lesson (“**Price**”) and the payment method at the time of booking.
- 3.2 If you make a booking greater than 30 days in advance of the date of the first day of your Lessons (“**First Lesson**”) you shall:
 - (a) pay a booking deposit of 25% of the Price (the “**Deposit**”) to secure the availability of the Instructor(s) for your Lessons; and
 - (b) pay the full Price at least 30 days prior to the First Lesson.
- 3.3 The Deposit is non-refundable, subject to paragraph 4.5 below.
- 3.4 If you make a booking 30 days or less in advance of the First Lesson you must pay the Price in full at the time of booking.

4. Cancellation

- 4.1 If you cancel your booking more than 30 days before the First Lesson you will be entitled to a full refund of any amount paid towards the Price, less the Deposit.
- 4.2 If you cancel your booking between 30 days and 7 days before the Lesson Start Date, you will be entitled to a refund of 50% of the any amount paid towards the Price, less the Deposit.

- 4.3 If you cancel your booking 7 days or less before the Lesson Start Date, you will not be entitled to any refund and will be responsible for payment of the Price in full. It is strongly recommended that you take out cancellation insurance.
- 4.4 In the event of cancellation or curtailment of your Lesson or inability to ski for any reason out-with your Instructors control (including but not limited to lift or resort closure, weather conditions, snow conditions, your illness or injury or your non-attendance), you will not be entitled to a refund of the Price.
- 4.5 If your Lesson is cancelled by your Instructor, he/she will endeavour to arrange for an alternative instructor of an equivalent standard to take the Lesson (subject to your prior agreement). Where an alternative instructor is not provided, you will be entitled to a refund of the Price (including any Deposit) for the cancelled Lesson or part of the Lesson, calculated on a pro-rata basis. For the avoidance of doubt [and pursuant to paragraph 7 below] your Instructor will have no responsibility for any additional costs incurred and you shall not be entitled to a refund, compensation or other payment in respect of such additional costs incurred.

5. Publicity material

- 5.1 Photographs of clients may be used in publicity material relating to the Instructors. By making a booking you confirm your consent to any such photographs being used. Please inform your Instructor if you do not give consent to any such video or photographs being used for this purpose.

6. Standard of service

- 6.1 If you are not completely satisfied with your Instructor's service or your Lesson, please let him/her know as soon as possible and he/she will make his/her best efforts to meet your expectations. If you have any particular needs or requests, you should advise your Instructor at the start of or in advance of your lesson.
- 6.2 Your Instructor carefully considers the standards of his/her clients as well as the conditions to design a programme of lessons, meeting points and ski routes. However these arrangements are subject to change at any time in light of prevailing conditions.
- 6.3 While you are in the care of your instructor you should respect the professional judgements made by him/her and follow all safety considerations.
- 6.4 Your Instructor is a current and full member of the British Association of Ski Instructors ("BASI") and abides by its policies, regulations and codes of conduct. More information can be found at www.basi.org.uk.

Liability

- 6.5 Your Instructor shall not be liable to you for any loss or damage suffered (whether direct or consequential), howsoever caused, as a result of your participation in the Lessons to the full extent permissible by law.

Disclaimer

- 6.6 By making a booking you confirm that you understand that you will be taking part in physical activity in a mountain environment so should satisfy yourself that you and your equipment are in a fit and safe condition for your Lesson and for any Snowsport Activities

you are taking part in. Please make your Instructor aware of any injuries or illness which they should be aware of at the start of or in advance of your Lesson.

7. Governing law

- 7.1 Bookings with either of the Instructors, will be governed by, and construed and interpreted in accordance with Scots Law and the Scottish Courts shall have exclusive jurisdiction to determine any matter arising in relation to these Ts&Cs or your participation in any Lessons with either of the Instructors.