

CairnGorm Mountain Ltd

MEDIA AND RELATED SITE VISITS

PLANNING INFORMATION, TERMS & CONDITIONS of ACCESS

The range of conditions experienced on Cairn Gorm Mountain throughout the year make it an unusual and often difficult environment for television, film and radio work. At any time, weather conditions experienced on the mountain can make it dangerous. For your safety, and the safety of others involved, we ask that you to comply with certain conditions of access (see below).

If you would like to undertake any media activity, e.g still photography, video recording, film making, sound recording, interviewing, etc., on Cairn Gorm Mountain, permission to do so must be sought in advance, in writing. Please contact Tania Alliod at CairnGorm Mountain Ltd (Tel 01479 861304) or Colin Kirkwood (01479 861326) who will be happy to assist.

CONDITIONS OF ACCESS

1. Each individual or production company (hereinafter referred to as "The User") intending to undertake any of the media activities as outlined above shall require to comply fully with the terms of the Visitor Management Plan being operated by CairnGorm Mountain Ltd. (herein after referred to as "the Supplier"). Failure to agree to comply with such access conditions as are being applied shall immediately render all other permissions null and void, as will the wilful breach of any such conditions as applicable at the time of the activity.
2. The User will have fully comprehensive Public Liability Insurance to a limit of indemnity of not less than £10,000,000 (Five million pounds sterling) for any one accident or incident.
3. Valid documentation relevant to the above must be presented to The Supplier prior to the commencement of all work and a copy of this Insurance Certificate must be lodged with the Supplier in advance.
4. The User must provide The Supplier with a full description of the proposed activity, details of the programme, the proposed dates and timings involved, production team numbers, and all access requirements, including clothing, catering, piste machine access, buildings access, etc..
5. The User must undertake a site visit in advance at which point any proposed changes to the activity as initially indicated in Paragraph 4 (above) must be agreed in advance of any work beginning.
6. The User agrees to accept all facility, and other standard charges applicable, and as defined in the Schedule attached. The Supplier may waive any, or all, of these charges at its sole discretion.
7. Depending on ground and weather conditions, or in the interest of safety, The Supplier (through its representative) reserves the right to designate where any activity should take place or to have any activity at any area terminated at any time. Any such decision, on any activity, made by The Supplier, or its representative, will be full and final, and applicable immediately.
8. The User will have no redress of grievance against The Supplier for any loss of facilities as a result of Paragraph 7 (above).
9. Any, and all, duly authorised activity will be limited to the area contained within the designated ski area boundary (please see footnote 1 on funicular access). Any proposed activity outside this area is not covered by this Agreement and it will be the sole responsibility of The User to obtain any necessary permissions from relevant parties such as neighbouring landowners.

10. The Supplier accepts no responsibility for accident, or injury, to individual members of the production team, or the team collectively, or for any equipment of any nature or type that is either lost or damaged whilst on site at CairnGorm Mountain. It is the responsibility of the User to secure adequate insurance cover all members of the production team and for all equipment.
11. The User will provide The Supplier with a copy of its Employers Liability Insurance along with copies of its Health & Safety Policy and/or its relevant Risk Assessment prior to the commencement of on-site activity.
12. Whilst working at CairnGorm Mountain, The User will be responsible for ensuring that all production team members are suitably clothed for all weather conditions and comply with all Health & Safety Regulations relating to protective clothing being applied at the time of their visit.
13. On arrival at CairnGorm Mountain, the User (or designated representative) must report to Visitor Reception on Level 1 of the CairnGorm Day Lodge.
14. While within the jurisdiction area of CairnGorm Mountain, The User (or its designated representative) must be accompanied at all times by a designated representative of The Supplier.

I, on behalf ofof
 (please complete in block capitals) agree to accepting
 all of the above Conditions of Access.

Signature:

Designation:

Date:

FOR COMPANY USE:

- Advanced proposal and information lodged
- Site visit made (Date:.....)
- Changes made to initial request (relates to equipment/building access)
- Public Liability Certificate inspected and lodged
- Employers Liability Certificate inspected and lodged
- Health & Safety Policy and/or Risk assessment lodged
- Facility charges agreed or waived (please delete)
- Other Standard Charges agreed or waived (please delete)
- Designated company representative arranged
 Name of accompanying representative:

Authorised by:

Date:

IMPORTANT NOTICE FOR ALL VISITORS

MOUNTAIN ACCESS & USE OF THE FUNICULAR

Welcome to Cairngorm. We seek the co-operation of all visitors to ensure that the mountain environment is maintained in perpetuity for the enjoyment of generations to come. Visitor access arrangements on the Mountain railway varies depending on the time of year you visit.

Large parts of this mountain landscape are protected under European Environmental Law, namely the Birds & Habitats Directives, often referred to as Natura 2000 Sites or European Sites (EU's). Planning permission for the construction of the Funicular railway included the need for a visitor management plan (VMP) for non-skiing visitors in order to assist with protection of the EU Sites that surround the ski area. The visitor plan was approved by both the Highland Council (THC) and Scottish Natural Heritage (SNH) and visitor management at Cairngorm Mountain is guided by this plan. This plan now in place incorporates the concept of a "Closed System", at the Ptarmigan top station, for non-skiing visitors. This means that if you are a non-skiing visitor you may not use the funicular to gain access to the Cairngorm Plateau.

WHAT DOES THIS MEAN

1st December – 30th April – the winter season.

From the 1st December to the 30th April only those with a valid skiing ticket who have come for the purpose of skiing or snowboarding can exit the Ptarmigan top station. All skiers and ski spectators are requested to remain within the ski area designated boundary. Sight seeing visitors are welcome to use the railway but are requested to remain within the Ptarmigan building and must return to the Base Station using the railway.

Visitors undertaking other winter recreation activities e.g climbing winter hill walking etc should access the mountains using the maintained footpath network which departs from the car park level. There is no access onto the mountain plateau or EU sites by way of the railway for non-skiing/non boarding recreation users. During this period, if the ski area is not operable as such, access will not be permitted.

1st May – 30th November – the summer season

From the 1st May through until 30th November visitors who use the mountain railway are not permitted to exit the Top station building with the exception of the viewing terrace. Visitors must return to the car park by way of the railway.

Summer visitors who wish to explore the mountain further are encouraged to do so by using the path network, which departs from the Coire Cas car park.

Mountain walkers can access the Ptarmigan top station by way of the walkers' entrance and use the facilities there. For Fire & Safety reasons, all walkers must sign in using the visitors' book and leave their rucksacks at the point of entry. Walkers must either exit via the walkers' entrance and sign out of the visitors book or they may return to the Base Station by the mountain railway after purchasing a downhill train ticket from the Shop at the Top.

Further information on visitor access arrangements is available from Visitor Information and the Ranger Base.

Cairngorm Mountain is committed to ensuring the integrity of the European designated sites and will continually monitor and review the effectiveness of the visitor management system that is operating. The decision to modify visitor management arrangements rest with The Highland Council and Scottish Natural Heritage and ultimately the UK Government who is accountable to the European Commission.

ENDS NOVEMBER 2009

SCHEDULE OF FACILITY FEE AND OTHER STANDARD CHARGES

1. **Facility Charge:**
£350 + VAT per day (additional days are discounted)

2. **Additional Standard Charges**

Depending on User requirements, the following services and facilities will be chargeable:

Use of funicular railway during standard operating hours	£standard ticket fee
Use of piste grooming machines	£100 + VAT per hour
Snow Ploughs/Road Clearing/Land Rover	£50 + VAT per hour
Skidoo/Quad Bike	£30 + VAT per hour
Equipment/Clothing Hire	Standard Hire Rates
Catering	Standard Rates
“Out of Hours” activity - funicular railway	£150 per hour or part thereof + VAT
Staff charges	£25-£35 per hour

Payment Terms

50% with facility booking
Balance payable 7 days before on-site production work starts

Cancellation/Curtailment

100% refund if cancelled up to 48 hours in advance
50% refund upto 24 hours in advance

In the event of bad weather causing a curtailment of activity, no refund will be given but an additional day may be arranged.

Note 1:

Please note that the mountain railway **cannot** be used by production crews as a means of access onto the CairnGorms Plateau. From the 1st May – 30th November there is no access from the funicular railway onto the mountain. From 1st December until 30th April, access will only be permitted whilst CML is in skiing operation. Please read this in conjunction with CarinGorm Mountain Ltd's Visitor Management Access Arrangements. (Copy attached).

All details you provide will be held in the strictest confidence.

If you require any further information please do not hesitate to contact:

CairnGorm Mountain Ltd
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Inverness-shire
PH22 1RB
TEL: 01479 861261
FAX: 01479 861207

ENDS NOVEMBER 2008