

## **CAIRNGORM MOUNTAIN LTD**

### **WHOLESALE BUSINESS**

#### **Trading Terms and Conditions, Snowsports Winter 2008/9**

1. A Wholesale Customer is any organisation, company or individual who as part of their normal business activity, organises visits to or provides a service to customers on CairnGorm Mountain. The wholesaler purchases tickets on behalf of their clients.
2. Wholesale Customers may include but are not limited to: Ski Schools, accommodation providers, tour operators, retailers, schools, outdoor centres and the Armed Forces. Any wholesale customer must read and sign one copy of these terms and conditions. CairnGorm Mountain Ltd (referred to as CairnGorm hereafter) reserves the right to cancel any agreement between a wholesaler and CairnGorm at any time, in accordance with these terms and conditions.
3. The Wholesaler and their clients use the facilities entirely at their own risk and CairnGorm accept no responsibility whatsoever for loss or personal injury suffered except as a direct result of the negligence or wilful default of CairnGorm, their servants or agents. Wholesalers and their clients are advised to check their liability insurance, personal injury or personal life assurance policies, to ensure that they apply in relation to the use of premises, equipment or facilities provided by CairnGorm.
4. CairnGorm reserves the right to close all or any of the lifts at any time and for any reason without any automatic refund to clients. Any refunds and the manner of their payment will be determined by CairnGorm, depending on the circumstances surrounding the closure.
5. Wholesale customers must adhere to the 'Ski school Operating Criteria' in order to receive the ski school ticket price.
6. Prices are confidential to the wholesaler and should not be disclosed to any third party without the prior written approval of CairnGorm.
7. The wholesaler will place their order for tickets on a Ticket Order Form. This form should be faxed to CairnGorm by 8.30am at the latest on the morning of skiing. The form should be completed and signed by an authorised representative of the wholesaler. The wholesaler will supply CairnGorm with an up to date list of authorised signatories for their account prior to the season beginning.
8. CairnGorm will endeavour to pre-print any ticket orders received before 8.30am on the morning of skiing. These tickets may be collected from the Accounts Desk which is located in the Ranger Base. Tickets must be collected and signed for by a person who has been authorised to do so on the ticket order form. Tickets should be collected by no later than 10.30am on the morning of skiing. Tickets, which have not been collected by this time, may be released for sale to the general public.
9. Tickets, which have been ordered in advance, will normally be available for collection from the time the ticket office opens. Tickets may not be available until later in the morning in the event of unforeseen circumstances which may include but are not limited to: equipment failure, late road opening, severe weather and adverse snow conditions. CairnGorm will always endeavour to meet ticket orders received from wholesale customers. However, CairnGorm reserves the right to restrict tickets sales in the event of unfavourable snow conditions.
10. Only properly completed and signed ticket order forms will be accepted as confirmation of an order and no other method of ordering tickets will be deemed legitimate.
11. The price of tickets payable by the wholesaler to CairnGorm will be as per signed agreement.

CairnGorm will invoice wholesalers on a weekly basis for tickets purchased during that week.

12. Invoices are payable by Direct Debit. CairnGorm reserves the right to charge interest on overdue accounts at a rate of 3% above base rate as set by the Bank of Scotland.

13. Any queries relating to invoices should be made in writing to the Ticket Office Supervisor.

14. Commission will be given on all ticket types agreed by CairnGorm and the wholesaler.

15. Once tickets have been issued, any tickets, which subsequently need to be cancelled, should be returned to the Duty Ticket Office Supervisor by 10:30am. Failure to return a cancelled ticket immediately will result in the wholesaler being invoiced for that ticket(s). Wholesalers must ensure that all clients have a valid skiing ticket in their possession for the day in question. Failure to produce a valid skiing ticket on request will result in clients being asked to leave CairnGorm and our agreement with the wholesaler being withdrawn or cancelled.

16. This agreement is between CairnGorm and the wholesaler and under no circumstances will CairnGorm accept any responsibility for such tickets to individual users. Wholesalers will be solely responsible for dealing with any cancellations, complaints or requests for refunds from users, but may consult with CairnGorm regarding such if necessary.

17. All holders of tickets issued through a wholesaler will use them subject to CairnGorm's General Terms and Conditions. CairnGorm will be entitled to report any breach of conditions by ticket users to the appropriate wholesaler and may withdraw the ticket concerned. Furthermore, CairnGorm reserves the right to withdraw wholesale facilities under such circumstances.

18. Refunds will be made in accordance with the General Conditions. Where wholesalers require refunds and have received discount, the refund will be discounted in accordance with the original price paid.

19. Wholesalers must not advertise CairnGorm Mountain lift ticket products at less than CairnGorm Mountain's published rack rates.

Tickets will only be issued when one copy of this agreement is executed by the wholesaler and returned to CairnGorm Mountain Ltd. Any breach of these terms by the wholesaler will terminate the operation of this agreement without prejudice to CairnGorm's claim for repayment for tickets sold and full accounting.

I have read, understand and accept the above Terms and Conditions.  
For and on behalf of.....  
Signed.....  
Position.....  
Date.....

Please retain a copy of these trade terms and conditions for your own records and return a signed copy to:  
Jenny Clarke, Customer Services Manager, CairnGorm Mountain Ltd, Aviemore,  
Inverness-shire, PH22 1RB. Tel: 01479 861333  
Fax: 01479 861207 Email: [jenny@cairngormmountain.org](mailto:jenny@cairngormmountain.org)