

## **Appendix 4 - Terms & Conditions of Carriage & “Closed System” Management**

- 4.1 In accordance with UK and EU environmental obligations and the core objective of The Cairngorms Partnership Management Strategy for the High Hills, the Cairngorm Chairlift Company has agreed to operate the new uplift as a “Closed system” for non-skiing visitors. This operating regime and the overall cost to the project of environmental care reflects concerns regarding the potential impact of larger numbers of visitors moving from the Ski Area into adjoining European Conservation Sites.
- 4.2 The operation of a “Closed system” for the funicular is a departure from any previous management regime and one that is weighted in favour of environmental protection, following the precautionary principle.
- 4.3 There are a number of key tools that will assist with the implementation and management of the “Closed system”, notably:
- Terms and Conditions of Carriage
  - “Closed system” Management
    - Summer Timetable
    - Summer Funicular Booking System
    - Point of Access/Egress Control

### **4.4 Terms and Conditions of Carriage**

The Cairngorm Chairlift Company sells two categories of tickets: skiing tickets and non-skiing tickets.

- 4.5 **Skiing Tickets**  
All types of skiing tickets will be sold subject to the specified terms and conditions. Skiing tickets are only valid for the ski season and when suitable snow conditions permit the operation of uplift for skiers outside the ski season.

### Terms and Conditions of Carriage and Sale – Skiing Tickets

<b>Ticket Type</b>	Season Tickets
<b>User</b>	Skiers, snowboarders, adults, children, senior citizens, instructors etc.
<b>Conditions of Sale</b>	<ol style="list-style-type: none"> <li>1. Ski Season Snow Sports Pass will be valid from 1<sup>st</sup> December - 30<sup>th</sup> April and on those dates that chairlifts and tows operate for the purpose of downhill skiing.</li> <li>2. The ticket entitles the holder to use of all operating uplift and facilities subject to the availability of suitable skiing conditions within the ski area boundary.</li> <li>3. The ticket is not transferable and remains the property of the Company.</li> <li>4. No refunds will be made.</li> <li>5. The Company’s facilities are used at the ticket-holder’s own risk. The Company accept no responsibility for injury, loss or damage unless as a direct result of its negligence.</li> <li>6. The ticket must be shown every time uplift facilities are used.</li> <li>7. The carriage of sports equipment unrelated to piste skiing is not permitted on the funicular.</li> <li>8. The ticket is sold subject to the users compliance with the skiers international code of conduct</li> <li>9. The ticket is sold on the understanding that the holder will undertake all activity respecting the European Conservation Site Boundaries.</li> <li>10.Failure to comply with any of the above conditions will result in forfeiture of this ticket.</li> </ol>
<b>Monitoring Management</b>	<p>Ticket checks at uplift entry points.</p> <p>Supplemented by EU site/operational ski area boundary monitoring.</p>
<b>Fallback</b>	Removal of ticket for non compliance.
<b>Ticket Type</b>	Ski Day Tickets, Beginner Tickets, Multiple Day Tickets.
<b>User</b>	Skiers, snowboarders, adults, children, senior citizens.
<b>Conditions of Sale</b>	<ol style="list-style-type: none"> <li>1. The ticket is not transferable and remains the property of the Company.</li> <li>2. Refunds are only provided for periods when the Company take the decision to close all lifts and tows and thereby suspend activity. Multiple day tickets will be refunded on a day rate basis if the facilities are closed and the customer still has days to take. The refund is only for full days not part days. If the ticket purchased has been discounted the customer will receive a refund in line with the original price paid.</li> <li>3.The Company reserves the right to change prices and services at any time and without</li> </ol>

notification.

4. The Company retain the right to close all or any lifts at any time, for any reason.

5. The carriage of sports equipment unrelated to piste skiing is not permitted on the funicular.

6. The Company's facilities are used at the ticket holder's own risk. The Company accept no responsibility for injury, loss or damage unless as a direct result of its negligence.

7. The ticket entitles the holder to use all available uplift and facilities subject to suitable snow conditions and the ticket validity.

8. The ticket is sold subject to the users compliance with the skiers international code of conduct

9. The ticket is sold on the understanding that the holder will undertake all activity respecting the European Conservation Site Boundaries.

10. Failure to comply with any of the above conditions will result in forfeiture of this ticket.

**Monitoring  
Management**

Ticket checks at uplift entry points.  
.Supplemented by EU site/operational ski area boundary and Ptarmigan egress monitoring.

**Fallback**

Removal of tickets for non compliance  
Limit ticket sales to reflect available skiing capacity  
Suspend ski ticket sales when unsuitable snow conditions persist

**Ticket Type**

Ski Spectator Ticket (funicular use only)

**User**

Adults, children, senior citizens

**Conditions of  
sale**

1.Cairngorm ski spectator tickets are not transferable  
2. Refunds are only provided for periods when the Company takes the decision to close the funicular and thereby suspend activity. If the ticket purchased has been discounted the customer will receive a refund in proportion with the original price paid.

3.The Company reserves the right to change prices and services at any time and without notification.

4. The Company retains the right to close the funicular at any time, for any reason.

5. The carriage of sports equipment is not permitted on the funicular.

6. The Company's facilities are used at the ticket holder's own risk. The Company accept no responsibility for injury, loss or damage unless as a direct result of its negligence.

7. The ticket entitles the holder to use the funicular and egress from the Shieling and Ptarmigan as a pedestrian ski spectator (i.e. without skis or snowboard) subject to suitable

snow conditions.

8.The ticket is sold subject to the users compliance with the skiers international code of conduct

9.The ticket is sold on the understanding that the holder will undertake all activity respecting the European Conservation Site Boundaries.

10.Failure to comply with any of the above conditions will result in forfeiture of this ticket.

**Monitoring Management**

Ticket checks at funicular entry point

Supplemented by Ptarmigan egress and EU/operational ski area boundary monitoring.

**Fallback**

Removal of ticket for non compliance and/or suspension with unsuitable snow conditions

**4.6.2 Non Skiing Ticket (Funicular Ticket)**

The only non-skiing ticket available in the Cairngorm ticket range is the Funicular Ticket. This ticket can be purchased year round and entitles the holder to a return journey on the funicular railway and use of all the facilities within the Ptarmigan, Day Lodge and Base Station.

**Terms and Conditions of Carriage and Sale – Non-Skiing Tickets**

**Ticket Type**

Funicular Return Ticket

**User**

Non-skiing visitors: adults, children, senior citizens.

**Conditions of Sale**

1. This ticket is not transferable
2. Non refundable.
3. The Company reserves the right to change prices and services at any time and without notification.
4. The Company retains the right to close the funicular at any time, for any reason.
5. The carriage of sports equipment is not permitted on the funicular.
6. The Company's facilities are used at the ticket holder's own risk. The Company accept no responsibility for injury, loss or damage unless as a direct result of its negligence.
7. The ticket entitles the holder to use of the funicular railway for 1 return journey to the Ptarmigan.
8. The ticket is sold on the understanding that the holder will not be permitted egress from the Ptarmigan building.
9. Failure to comply with the above conditions will result in forfeiture of this ticket.

**Monitoring Management**

Separate window at ticket office for funicular only tickets.

Ticket Office Conditions 5, 8 will be raised with each visitor. If accepted a ticket will be sold.

\_\_\_\_\_ Funicular platform ticket control point.

\_\_\_\_\_  
\_\_\_\_\_

If visitors are carrying sports related equipment, they will either be returned to the ticket office for a refund or requested to leave this equipment in storage at the Base Station.

In winter, supervision of egress at the Ptarmigan will not permit this ticket holder to exit. Ticket will be colour distinct from skiing ticket for ease of recognition.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 4.7 Closed System Management

In addition to the terms and conditions of sale and carriage the following items will also assist in managing the funicular “Closed system”:

- Summer Timetable
- Summer Booking System
- Point of Access/Egress Control

4.7.1 In order to assist visitors plan their time on site, the Chairlift Company will operate a timetable. The summer timetable will run from the 1<sup>st</sup> May to the 30<sup>th</sup> November and will be an integral piece of the summer promotion literature. Depending on the time of year the trains will operate at various intervals. The summer literature will also provide details and the phone number of the pre-booking office.

4.7.2 Pre-booking sales software is designed as an extension to the current ticketing system software. The pre-booking system will operate from 1<sup>st</sup> May - 30<sup>th</sup> November. Customers ring the booking line with their preferred date and time and confirm their booking with a credit card. Visitors can then either have their tickets sent to them in advance or arrange to collect them on site. The pre-booking system can also handle block bookings for larger groups such as bus parties. (If required-additional trains could be run for pre booked large parties that are not advertised as part of the publicised summer timetable) The pre-booking system will be able to manage peak periods by confirming both the funicular ascent journey and return journey on booking. It is estimated that peak period management to limit numbers in the Ptarmigan to 450, will only be required in the July - August period (for between 4-6 days). Extended opening times in the evening will assist with managing this peak period demand. The Pre-booking system will be promoted to the general public as a telephone number. All tickets will include the date of the journey, the train up and when required the return journey time of the funicular.

4.7.3 The access control system will count funicular users year round, but critically in the summer months will be able to monitor the numbers in the Ptarmigan Building (numbers ascending minus numbers descending equal numbers at Ptarmigan). In addition to access control onto the platforms, overhead screens and clocks will be installed in the Base Lodge and Ptarmigan, which will advise visitors of the next ascending and descending train. Finally, Welcome Host staff will assist in the Ptarmigan at peak periods to ensure that visitors are managed in accordance with their pre-booked descent times.

4.7.4 Funicular only tickets (i.e. non-skiing tickets) will be quite distinct from ski tickets allowing for easy recognition in the winter at the Ptarmigan Egress Point.