

**Junior Mountaineering Club of Scotland  
(Glasgow Section)**

**Terms and Conditions of Use**

**For**

**Coruisk Memorial Hut**

**1. Conditions to apply**

- 1.1 These terms and conditions of use (the “Conditions”) shall apply exclusively and to the exclusion of any other terms and conditions to all bookings accepted by the Hut Booking Custodian (the “Hut Booking Custodian”) for the occupancy and use of the Coruisk Memorial Hut (the “Hut”) on the island of Skye.
- 1.2 These conditions are available from the Hut Booking Custodian and are displayed in the Hut. On making a request to book the Hut in terms of clause 4.6 below, you are deemed to have read and accepted these Conditions in full.
- 1.3 All bookings are taken at the sole discretion of the Hut Booking Custodian.

**2. Use by Members**

- 2.1 The Hut is owned by the Glasgow Section of the Junior Mountaineering Club of Scotland (“JMCS Glasgow Section”) and is available for use by members of Mountaineering Scotland, the British Mountaineering Council and affiliated clubs (“Members”). The hut is also available to members of similar international organisations.
- 2.2 The hut is available for use by non-members only by special arrangement with the Hut Booking Custodian and further conditions may be imposed.
- 2.3 The Hut and its equipment are intended for use by responsible adults. Where members of a booked party are under 18 years of age it is the responsibility of the person making the booking to ensure that those persons have sufficient ability to walk to and from the Hut in potentially adverse weather conditions should it prove necessary and to risk assess their activities in an appropriate manner.  
Any additional duty of care required for the welfare of persons under 18 years lies with the booked party and not the JMCS (Glasgow Section).
- 2.4 Exclusive use of the hut is not guaranteed unless all 9 places have been booked.
- 2.5 JMCS (Glasgow Section) accepts no responsibility for the actions of persons using the Hut and all Hut users should be aware of the Mountaineering Scotland Participation Statement.

### **3. Facilities**

3.1 The facilities provided in and around the hut are as follows

- 9 bunk beds with mattresses
- Cooker, hobs, lighting and stove (powered by bottled gas and solar panel)
- Pots, pans, crockery and cutlery

### **4 Booking the Hut, deposit and fees**

- 4.1 Only full members of the JMCS (Glasgow Section) are entitled to free use of the Hut and its facilities. This concession is only applicable when members book the Hut as members of the JMCS (Glasgow Section) and does not extend to use of the Hut as members of other clubs or groups unless membership is stated at the time of booking.
- 4.2 The minimum booking normally accepted for the Hut is 2 persons. The maximum booking accepted for the hut is 9 persons. There are limited camping spaces outside the Hut. This area is neither owned nor controlled by the JMCS.
- 4.3 Hut fees are £10.00 per person per night. There is a charge of £1.00 per person per night for persons in a booked party who are camping and are using Hut facilities.
- 4.4 A schedule showing when the Hut is available can be found on the JMCS Glasgow website [www.glasgowjmcs.org.uk](http://www.glasgowjmcs.org.uk). The schedule should be checked before making a request to book the Hut.
- 4.5 Alternatively, prospective visitors can contact the Hut Booking Custodian for information on the availability of the Hut and Hut facilities.

The Hut Booking Custodian:

Iain Sneddon  
8 Meldrum Mains  
Glenmavis  
Airdrie  
ML6 0QG

Tel. 01236 758493  
E-mail. [coruisk@glasgowjmcs.org.uk](mailto:coruisk@glasgowjmcs.org.uk)

- 4.6 Requests to book the Hut should be made in writing on the booking form available from the Hut Booking Custodian, including by e-mail to the Hut Booking Custodian (contact details in Clause 4.5 above) stating the following:
- Acceptance of these conditions
  - Arrival and departure dates
  - A contact name, address and telephone number for the party's representative (the "Party Representative")
  - Where the booking is requested by an individual member of Mountaineering Scotland or BMC, then the individual's membership number should also be quoted.
- 4.7 A deposit of £25 or 25% of the cost of the total booking (whichever is greater) is required at the time of the booking. The deposit is non-refundable in the event that the booking does not proceed for whatever reason. The deposit and any subsequent payment should be paid by cheque or online banking to "JMCS (Glasgow Section)".
- 4.8 All places booked must be paid for. The only exception is where the a booking has been cancelled and the dates are subsequently occupied by another party. In these circumstances only the balance of any loss likely to be sustained will be chargeable. The Hut Booking Custodian shall have discretion in this regard.
- 4.9 The outstanding balance of fees due shall be forwarded to the Hut Booking Custodian not less than 4 weeks prior to the proposed arrival date. If the full is not received by the Hut Booking Custodian by the due date, the booking may be forfeited.
- 4.10 Heavy rain can make the river crossings at Camusunary and the Scavaig River difficult. Booking cancellations due to adverse weather conditions are not generally accepted. It is the responsibility of parties booking the hut to ensure their members have the necessary experience and ability to walk in or out should it prove necessary.

## **5 Confirmation of booking**

- 5.1 On receipt of a booking request referred to in Clause 4.6 the Hut Booking Custodian shall confirm the booking in writing, including by e-mail to the Party Representative and acknowledge receipt of the deposit. The Hut Booking Custodian will confirm the number of bunk spaces allocated to the party. A booking reference shall also be given. Parties booking less than 9 places are not guaranteed exclusive use of the Hut
- 5.2 One set of keys for the Hut shall be posted by Royal Mail Recorded Delivery by the Hut Booking Custodian to the Party Representative on receipt of the full amount of fees outstanding.

## **6 Return of keys**

- 6.1 The keys to the Hut shall be returned to the Hut Booking Custodian within 7 days of the departure date. If the Hut Booking Custodian has not received the keys by the due date a charge covering the full cost of replacement locks and keys will be levied on the Party Representative at the discretion of the Hut Booking Custodian.  
If the Party Representative chooses to return the keys other than by Recorded Delivery then it shall be assumed that they are willing to accept all risks associated with the costs of replacement keys and locks should the keys fail to be delivered.
- 6.2 On occasion it may be possible to collect keys locally on the Isle of Skye. In this instance the keys must be returned to the local key holder direct and immediately following departure from the Hut.

## **7 Loss of keys.**

Loss of the keys shall, except in exceptional circumstances, result in a charge covering the full cost of replacement locks and keys including any necessary travel and accommodation expenses being levied on the Party Representative

## **8 Use of the Hut**

- 8.1 Admission to the Hut is generally from 12 noon on the day of arrival until 12 noon on the day of departure.
- 8.2 The notes of guidance displayed within the Hut must be adhered to by all visitors.
- 8.3 Only those parties who have booked the Hut are permitted to make use of its facilities and parties are expressly forbidden from introducing casual guests without the permission of the Hut Booking Custodian.
- 8.4 Pets or other animals are not permitted within the Hut.
- 8.5 Smoking is not permitted within the Hut. The Hut is in a very remote location and therefore due care should be taken as any rescue will be difficult and will take significant time to arrange. Excessive consumption of alcohol should be avoided in order to minimise such risk.
- 8.6 The Hut shall not be used for any illegal purpose.

## **9 Safety and conduct**

- 9.1 Visitors to the Hut shall act responsibly and with due care and attention in relation to their use of the Hut and towards other guests.
- 9.2 Except when occupied the Hut shall not be left unlocked, all doors and shutters must be secured and the gas store locked.

- 9.3 When the Hut is occupied the gas store must remain unlocked and open to enable the gas supply to be isolated in case of fire or other emergency and the window shutters must be open to enable exit from the building in event that the main entrance cannot be used.  
Care must be taken that the entrances to the Hut remain unobstructed.
- 9.4 The use of candles and other flammable items and open flames or fires within the Hut is prohibited.
- 9.5 Visitors to the hut shall not tamper with any of the facilities including the toilet system, water supply and gas supply nor shall they make inappropriate use of furniture, bedding, kitchen utensils or the gas stove.
- 9.6 At the conclusion of their visit visitors shall remove all refuse and unused foodstuffs from the Hut, including those in sealed jars and containers.
- 9.7 Visitors do not have the authority, except in cases of genuine emergency, to admit non-booked persons to the Hut or allow use of its facilities.
- 9.8 The Party Representative shall notify the Hut Booking Custodian in writing, including by e-mail if any of their party has an accident or is injured in any way while using the Hut or any of its facilities. Full details of the accident or injury must be given.

## **10 Damage to the Hut**

- 10.1 The Party Representative shall be responsible for any damage caused by their party to the Hut or items of furniture or property contained within or outside the Hut.
- 10.2 The Party Representative shall immediately notify the Hut Booking Custodian in writing in the event of any such damage occurring. Full details of the damage and the reasons for it must be given.
- 10.3 The Hut Booking Custodian shall assess the extent and cost of any such damage and shall notify the Party representative of any sums due in respect thereof.
- 10.4 The Party representative shall ensure that any sums due in terms of Clause 10.3 are paid in full to JMCS (Glasgow Section) within 14 days of demand.

## **11 Limitation of Liability**

The Junior Mountaineering Club of Scotland (Glasgow Section) (and all of its members) accept no liability whatsoever for loss or damage to property arising from or in connection with the use of the Hut or any of its facilities by any person.

If any part, term or provision of these Conditions shall be held illegal, void or unenforceable by any Judicial or other competent authority, such provision shall to that extent be deemed not to form a part of these Conditions and the enforceability of the remainder of these Conditions shall not be affected.

**12 Governing Law and Jurisdiction**

These Conditions shall be governed by and constructed in all respects in accordance with Scottish Law and all parties hereby submit to the exclusive jurisdiction of the Scottish Courts.