

# Tour Operator Terms and Conditions - Walk Wild Scotland

The following booking conditions, together with the information set out on the relevant Tour page of the Walk Wild Scotland website will form the contract between you and us for your holiday with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

We are Walk Wild Scotland, High Auchmar, Drymen G63 0AG.

## 1. Definition

In this agreement, the following definitions apply unless the context requires otherwise:

|                 |  |
|-----------------|--|
| “Meeting Point” | means the place specified by us in the Tour Pack as the place we will meet and start your holiday.   |
| “Start Date”    | means the date on which we meet to start your holiday.   |
| “Tour”          | means a holiday organised by Walk Wild Scotland.   |
| “Tour Pack”     | means whatever documents we send to you in hard or soft copy to provide information about your Tour. |

## 2. What is in the holiday

2.1. The following items are included:

- 2.1.1. travel from the Meeting Point to your return to the departure point (as stated in your agreed itinerary/ Contract);
- 2.1.2. accommodation and some meals (unless otherwise stated in the itinerary);
- 2.1.3. drinking water;
- 2.1.4. services of one or more leaders;
- 2.1.5. a donation to a designated conservation project as stated on the itinerary;

2.2. The following items are not included

- 2.2.1. return flights to the Tour destination;

- 2.2.2. all other costs incurred before you board transport at the Meeting Point and after you return to the departure point;
- 2.2.3. travel insurance or any other insurance personal to you;
- 2.2.4. passport and visa costs;
- 2.2.5. food and drink over and above what we include in the Tour;
- 2.2.6. gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

### **3. Booking your holiday**

- 3.1. You can book at any time once tours are advertised online and there is availability. Your place is secured once we receive your deposit. When we receive your deposit, we will send you a confirmation invoice which confirms your booking. The contract between us comes into existence at that time. You undertake to pay for the holiday you have booked and we undertake to provide you with the holiday we describe in the brochure.
- 3.2. If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 3.3. If we are unable to accept your booking, we will of course return your payment to you immediately. The balance payment for all tours is due at latest 4 weeks (28 days) before departure. We will send you a reminder 1 - 2 weeks before the balance due date. If you are making your booking within this period, full payment will be necessary immediately.
- 3.4. For bookings made within 4 weeks of departure, we require full payment within 24 hours of a verbal booking.
- 3.5. If you book a holiday less than four weeks prior to the departure date you must send us the full payment at the time of booking.

## **4. Payment**

- 4.1. You can pay by either giving credit or debit card details, or by bank transfer. (We accept VISA, MasterCard, Delta or Maestro, but not American Express). We do not keep your card details.
- 4.2. Alternatively, payment may be made by electronic transfer for which full information will be provided at the time of booking.
- 4.3. The last date for payment of the balance of the cost of your holiday will be due to us at least four weeks before the Tour Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.
- 4.4. If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

## **5. Refunds**

- 5.1. As we say on the Tour web pages, a minimum number of participants are required in order for a Tour to be viable. In the unusual event that we cancel a Tour, we shall return the full amount of your deposit or other payment.

## **6. Changes and cancellations by you**

- 6.1. We will try to accommodate any change you are compelled to make, but we cannot promise to do so. If we do, you agree to pay an administration fee of £25 and any additional cost of a different arrangement.
- 6.2. Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office. If you cancel.
- 6.3. If you cancel, your deposit will be forfeit.
- 6.4. We shall charge an additional sum related to the time remaining before the date of departure, as follows:

### Scheduled Walking Holidays:

Up - 56 days before start of trip: Your deposit

56 - 28 days before the start of your trip: 50%

28 days or less before the start of your trip or on or after commencement of your trip, the full price is payable.

#### Tailor Made Private Tours:

Up to 41 days before the start - 35% of full tour price (your deposit payment)

56 - 28 days before start - 50% of balance

28 days or less before the start of your trip or on or after commencement of your trip, the full price is payable.

We strongly recommend that you purchase a travel insurance to cover you for unforeseen circumstances occurring before and during your trip. It is your choice and responsibility which type of insurance you choose but we suggest that it should include cover for: emergency medical costs and repatriation, cancellation of curtailment of your trip, personal belongings and baggage, personal liability.

- 6.5. If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.
- 6.6. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Walk Wild Scotland Tour or this booking to some other person. That person must meet any conditions which may apply to the booking and you, must ask for the transfer not less than 28 days prior to the Tour Start Date.

## **7. Changes and cancellations by us**

- 7.1. We reserve the right to change travel and tour arrangements. This is necessary because of situations which may occur which are outside our control. These include weather, accidents or accommodation issues.
- 7.2. We shall tell you about small changes before departure. If we think a necessary change is important, we will tell you about it as soon as we can and give you the opportunity to either accept the change, or take an alternative holiday (paying or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund.

- 7.3. If such problems occur during a tour, we will make alternative arrangements so as to comply as closely as possible to the description of the tour in our brochure.
- 7.4. If a problem occurs which is so serious that we have to cancel a tour before the date of departure, you may choose to accept either an alternative holiday (paying or receiving a refund/credit in respect of any price difference) or a full refund of all money paid.
- 7.5. In certain cases we may pay compensation too, at our discretion.
- 7.6. We are not liable to you in any circumstances for loss or damage or loss of your holiday when:  
  
unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or  
  
the change is not significant. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.
- 7.7. We reserve the right to cancel any Tour, for which there are not enough bookings, not less than four weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Walk Wild Scotland holiday.

You agree that all these provisions are reasonable.

## **8. Payment Protection**

In order to comply with the Package Travel, Package Holidays and Package Tours Regulations 1992, all payments received by us will be held in a trust account until the completion of the Tour.

## **9. Travel Insurance**

- 9.1. Walk Wild Scotland strongly advise that you take out appropriate travel insurance.
- 9.2. Cover should be obtained not only against normal travel risks.

- 9.3. We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

## **10. Passport, Visa and Health Requirements**

Please note carefully:

- 10.1. to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;
- 10.2. remember to apply for any necessary visa in good time;
- 10.3. If you need professional medical care whilst on a tour, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.
- 10.4. You agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.

## **11. Tour Information**

As soon as we receive your booking and deposit, we shall send you a pack of information relating to your Tour. This information will include:

- 11.1. location of Meeting Point and time of meeting;
- 11.2. A copy of the Tour description with full details
- 11.3. Our recommended kitlist explaining which clothing and equipment items are essential to bring to ensure your safety and enjoyment of the trip.
- 11.4. We will be in touch with you 10 days or so before the start date of the trip to confirm final group numbers and details re meeting point and times.

## **12. Accommodation**

Accommodation will be in good quality hotels guesthouses or lodges. Occasionally it may be necessary to use bed and breakfast accommodation. En-suite facilities will be provided wherever possible and as stated. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- 12.1. we reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- 12.2. single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.

## **13. Changes of Itinerary**

- 13.1. We reserve the right to change the given itinerary if this is deemed necessary by Walk Wild Scotland or your guide due to weather situations, accidents, group ability or any other situation which may impair safety of the group and its members. We will tell you of any such change as soon as we decide to make it.

## **14. Baggage restrictions**

Our tour transport takes place in small 9 seater minibusses and comfortably allows space for 8 passengers plus driver and 1 medium suitcase plus 1 day backpack per person.

## **15. Limitations on our liability**

We want you to enjoy a perfect holiday with Walk Wild Scotland. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- 15.1. any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- 15.2. any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)

- 15.3. the numbers or quality of wildlife you see on your Walk Wild Scotland Tour;
- 15.4. any aspect of goods or services you buy or accept other than those arranged by us;
- 15.5. medical problems or physical difficulties, even if you have told us about them in advance;
- 15.6. medical emergencies;
- 15.7. your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 15.8. changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- 15.9. problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- 15.10. injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
  - 15.10.1. the act or omission of you or anyone in your party;
  - 15.10.2. the act or omission of a third party not connected with the provision of your holiday.
- 15.11. services we have not provided. The services and features included in your Tour are those specified in our web site. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged at your request through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

## **16. Local standards**

- 16.1. Laws, standards, culture and attitudes may be different in Scotland from what you may expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be other than you are used to or which you expected.
- 16.2. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply



does not automatically mean we or the service supplier has not exercised reasonable skill and care.

- 16.3. Please also note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

## **17. Limitation of compensation by international conventions**

- 17.1. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be make, against us or anyone else. The most we will have to pay you for many claims for personal injury will not exceed what a carrier would pay under, for example, the Warsaw Convention or the Montreal Convention for international travel by air, or the EC Regulation on Air Carrier Liability, or the Athens Convention for international travel by sea, or the Convention on International Travel by Rail. Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.
- 17.2. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) where international convention or regulation does not apply, the maximum amount of compensation we will pay you will be £500.
- 17.3. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

## **18. Flight and other transport delays: limit of our liability**

- 18.1. There is no guarantee that flights, trains or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.

- 18.2. If you wish at any time to return home early all expenses involved in doing so will be your responsibility.

## **19. Help we need from you**

- 19.1. All Walk Wild Scotland holidays require reasonable physical fitness and appropriate footwear. You should be prepared to be able to walk the distances outlined in your tour itinerary and handle the terrain as described. We cannot be held responsible if your physical ability prevents you from completing the daily walks.
- 19.2. To satisfy the majority of our clients, we apply “no smoking” rules in the way that they are applied by law in the UK.
- 19.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- 19.4. If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

## **20. Complaints**

We shall try our utmost to provide a happy and fulfilling holiday, but if we fail in any way, do please raise any issue with your Tour leader immediately. If your complaint cannot be satisfied and is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

## **21. Miscellaneous**

21.1. In this agreement unless the context otherwise requires:

- 21.1.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;

- 21.1.2. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 21.1.3. Any obligation of any person arising from this agreement may be performed by any other person.
- 21.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 21.3. For the purposes of the General Data Protection Regulations 2018 you consent to the processing of his/ her personal data (in manual, electronic or any other form) relevant to this agreement, by us. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.
- 21.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 21.5. In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 21.6. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 21.7. We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 21.8. The validity, construction and performance of this agreement shall be governed by the laws of Scotland and you agree that any dispute arising from it shall be litigated only in that country.