

Terms and Conditions

TERMS AND CONDITIONS

These Terms and Conditions set out the agreement between us and you for the product that you have booked. Please take time to read and understand these Terms and Conditions as if you proceed to make a booking with us we shall take it that you fully agree these Terms and Conditions on behalf of yourself and all the members of your party.

1. Definitions

1.1 Scottish Tours is a brand name of Stagcove Limited, a Company registered in Scotland (SC165266) whose registered office is located at 4 Atlantic Quay, 70 York Street, Glasgow, G2 8LX.

1.2 Within these Terms and Conditions certain phrases are used and for the avoidance of doubt this is what they mean:

"Accommodation Provider" means the provider of any accommodation that is part of your Booking;

"Booking" or "Book" means a booking for a product supplied by Scottish Tours;

"E-mail" means using this e-mail address: bookings@scottishtours.co.uk,

"Force Majeure" means circumstances that are unforeseeable or beyond the reasonable control of Scottish Tours or the Service Provider, including but not limited to war, threat of war, riot, industrial action, port closure, terrorism or the threat of terrorism, natural or nuclear disaster, fire, flood and other extreme weather conditions;

"Party Leader" means the person who makes the Booking whether on his/her own behalf or on behalf of a party;

"Product" or "tour" means a one-day tour, package tour or tourism service that is made available to consumers by Scottish Tours;

"Supplier" means the provider of the tour package;

"Significant Alteration" means any of the following:

- a change of accommodation to a lower star rating; a change to your Tour departure date of 24 hours or more;
- a material increase in the Total Price of your Tour; or

- a significant change to the location of accommodation to outwith the city, town or, for rural accommodation, the locality.

"Telephone" means using either of these contact telephone numbers 0871 200 0611 or 0141 237 4294.

"Tour Confirmation/Voucher " means an information sheet which confirms the terms of an individual Booking and contains the voucher required for pre-paid services and/or travel;

"Total Price" means the total charges (including any applicable taxes) payable to us for the Product or Tour that is the subject of your Booking;

"Travel by train" means a one-day tour, package tour or tourism service that includes, as part of the package, travel by scheduled or chartered train service.

"us" and "we" means Scottish Tours;

"VAT" means value added tax;

"Scottish Tours Channels " means the website, telephone reservation service and any other sales channels that we operate in order to facilitate the matching of booking enquiries and Tours;

"you" or "your" means the Party Leader.

2. Agency

2.1 We are not a transport, tour, event, accommodation or attraction provider. We act as a disclosed agent for suppliers who will provide these products to you. These suppliers will have their own Terms and Conditions. You should obtain and read the applicable suppliers Terms and Conditions as they may impose further conditions on this booking.

2.2 Each tour has a product code which is shown on the relevant page of our website. You can find out which supplier is providing the product that you intend to purchase from this list:

City Sightseeing Worldwide (trading as City Sightseeing) - product codes commencing: CS

The Ultimate Highland Experience Tours Ltd (trading as Highland Experience Tours) - Product codes commencing HEX

Scottish Tours Ltd - Product codes commencing STL

Back Roads Touring Ltd - Product codes commencing BRT

Trafalgar Tours Ltd - Product codes commencing: TT

Insight Vacations Ltd - Product codes commencing: IV

Jacobite Cruises Ltd - Product codes commencing: JC

Scotline Tours - Product codes commencing: SL

Scottish Routes Ltd - Product codes commencing: SR

CIE Tours International - Product codes commencing CIE

Timberbush Tours Ltd - Product codes commencing TB

Highland Explorer Tours Ltd - Product codes commencing HET

You can obtain our suppliers own Terms and Conditions directly from them or by contacting us by email.

2.3 As we act as a disclosed agent for these suppliers we shall have no contractual liability to you in respect of that product. We will, however, remain liable to you if we have been negligent or misrepresented the product or we are in breach of any particular legislation.

3. Supplier Contact Details

3.1 The name of the supplier and their local contact details for the product that you have booked will appear on your Tour Confirmation/Voucher.

4. Product Queries

4.1 If you have any questions about the product that you have purchased you can contact the supplier directly. Alternatively you can telephone or email us and we shall be happy to assist you.

5. Prices

5.1 All our prices are quoted in UK Pounds and are per person. Prices are subject to change, until payment of the Total Price has been made.

5.2 We reserve the right to correct errors in the prices quoted or calculated for any product.

6. Payment

6.1 Full payment is required to be made at time of booking. Payment may be made by Visa or Mastercard credit or debit card. Payment may also be made by bank transfer; however no booking will be confirmed until we receive funds equivalent to the Total

Price from you. You will be solely responsible for any bank or processing fees that are charged.

6.2 20% of the complete price of any product will be a deposit. Only in certain circumstances will the deposit be refunded to you. Otherwise the deposit is not refundable.

7. Booking Confirmation

7.1 Some products that are sold by us are "subject to availability" which means that we need to contact our supplier to ascertain if the product or tour is available. We shall send you an acknowledgement of your order and aim to confirm or reject your Booking within 24 hours, however this depends on us being able to contact our supplier. If there is availability we shall book the product for you and send you a Tour Confirmation/Voucher to the email that you have provided. If our supplier does not have availability we will notify this to you by email. In most cases we will provide you with an alternative product or tour for you to consider.

8. Duplicate Bookings

8.1 The Scottish Tours Channels will not prevent you from making duplicate bookings or from making a booking from the wrong departure city. You should, therefore, use great care when you make a booking as there will be no refund if you make that type of booking.

9. Accommodation

9.1 Accommodation is selected for location, facilities and value. Any star rating or quality classification that is quoted by us is based on our rating and are not official ratings.

9.2 Rooms are generally twin or double bedded. Single rooms are available, at the supplementary price shown on the relevant tour description page of our website. It should be noted that single rooms may be smaller than twin or double rooms. Triple or Family Rooms are also available and these may comprise of a standard twin or double room with a rollaway or fold down bed.

9.3 Accommodation is subject to availability at time of booking and may vary from that quoted on the relevant page of our website. It should be noted that the term "hotel" should not infer the provision of particular facilities such as a restaurant or bar.

9.4 Rooms are allocated on a "run of house" basis solely by the accommodation operator.

9.5 Any images shown on our website and in any publications that we might issue are

intended for guidance only.

10. Meals

10.1 Unless stated otherwise on the relevant tour description page on our website lunch or dinner is not included in the price of any product.

10.2 Any special meal requirements will be made on a request basis and cannot be guaranteed.

11. Luggage

11.1 You may bring one medium sized suitcase per person which will be transported in the luggage compartment of the coach. In addition you may bring one small carry-on bag which must be able to fit in the overhead rack (where fitted) or under your seat.

11.2 Suppliers may limit their liability for lost or stolen luggage so suitable insurance is recommended.

11.3 A charge may be made for the carriage of any additional or oversized luggage, although the accommodation such luggage cannot be guaranteed.

11.4 Tours that are described on this website as "Small Group Tours" have additional restrictions on the size of luggage that you may bring. This will be shown on the Tour Confirmation/Voucher that will be sent to you once your booking has been made.

12. Times

12.1 It is your responsibility to be at the designated departure time no later than the check-in time shown on your Tour Confirmation/Voucher. The departure will not be delayed for you and if you miss the tour because you are late full cancellation charges as outlined in clause 13 will apply.

12.2 If you are travelling on a multi-day tour and miss your tour departure you may be able to join the tour en-route. In such a case you will need to make your own arrangements to reach your first nights accommodation at your own expense.

12.3 All times shown on our website are for guidance only and we take no responsibility for missed connections if the return time of your tour is delayed for any reason.

13. If you change your booking

13.1 If you need to make a change to your booking you should contact us in writing as soon as possible. We shall liaise with the supplier to see if your change can be made. If the change can be accommodated we shall make a charge of £25 to cover our administration costs. This will be in addition to any charges levied by the supplier.

13.2 If your booking involves travel by train it will not be possible to make any change to your booking.

13.3 If we are unable to make the change that you have requested we will leave your booking unchanged. If this is not satisfactory to you then you can cancel your booking in accordance with clause 15.

14. If we or the supplier changes your booking

14.1 Most tours operate subject to a minimum number of participants. Where the minimum number of passengers is not met the supplier reserves the right to cancel the tour departure. When this happens we will endeavour to find you an acceptable alternative tour. If an acceptable alternative cannot be supplied then you will receive a full refund.

14.2 No liability will be accepted for additional expenses that you may have incurred such as non-refundable hotel bookings or transport tickets.

14.3 The products that we sell are planned a long time in advance so the supplier of your product will reserve the right to make alterations to your tour such as substituting hotels, the route of the tour or the size of vehicle employed on the tour. We consider these to be minor changes which occur for operational reasons. If you would like more information about this you should contact either the supplier or us.

14.4 Where the alteration is classed as a Significant Alteration, we will invite you to choose one of the following options:

- Treat your Booking as cancelled, whereupon we will refund all sums paid by you in relation to that Booking;
- Replace your Booking with an alternative Tour of an equal value (if available) at no additional charge to you; or
- Replace your Booking with an alternative Tour of a lesser value (if available) and refund to your debit or credit card any difference between the Total Price of the two Bookings.
- Replace your Booking with an alternative Tour of a higher value (if available) and charge to your debit or credit card any difference between the Total Price of the two Bookings.

15. If you wish to cancel your booking

15.1 If you want to cancel your booking you should contact us in writing as soon as possible. Cancellation will be deemed to have occurred on the day that we receive this

cancellation request. You may wish to use recorded delivery or an email requesting a receipt from us.

15.2 We shall charge the following cancellation charges, based on when we receive your written instruction to cancel your tour:

One-day tours (except tours that include travel by train)

Number of days prior to Tour commencement	Cancellation fee as a % of the complete price
3 days or more	Deposit is forfeited
3 days or less	100%
Day of departure	100%

Multi-day tours (except tours that include travel by train)

Number of days prior to Tour commencement	Cancellation fee as a % of the complete price
45 days or more	Deposit is forfeited
45-22 days	25%
21-15 days	50%
14-1 days	100%
Day of departure	100%

Tours that include travel by train

Number of days prior to Tour commencement	Cancellation fee as a % of the complete price
45 days or more	100%

45-1 days	100%
Day of departure	100%

15.3 Suppliers may impose fees that are in addition to those outlined above. If these apply to the booking that you have made we shall advise you. If one person sharing a twin or double room cancels their product then the remaining passenger will be liable for any single room supplement that may be charged. This will be in addition to the charges shown above.

16. Travel Insurance

16.1 We strongly recommend that you purchase adequate travel insurance. Some of our suppliers require you to have adequate travel insurance in place as part of their Terms and Conditions. We shall advise you if this condition applies to your booking.

17. Passengers with special needs

17.1 No special arrangements are made for travellers with special needs. If you or anyone in your party requires assistance then you must be accompanied by an experienced and able-bodied companion who can cater for all your needs. Some accommodation and sightseeing may require climbing stairs or walking on uneven surfaces.

17.2 The carriage of folding wheelchairs and other walking aids cannot be guaranteed.

18. Passenger participation

18.1 We and our suppliers reserve the right to refuse carriage or the provision of services to you if your behaviour is deemed to be socially unacceptable; is likely to prevent the smooth operation of a tour or product or adversely affects the enjoyment by other passengers. In such a case you shall receive no refund or compensation. In addition you shall solely be responsible for your own transportation to the commencement point of the tour or service.

19. Refunds

19.1 No refunds will be given for a tour that you did not use due to late arrival at the departure point, leaving the tour early or by choice. This includes tours that are curtailed due to bad weather, road closure etc.

20. Complaints

20.1 We aim to provide you with a fault-free service and choose suppliers who are of

good repute. If you have a complaint whilst on tour you should contact your tour host or accommodation provider to have the problem rectified. In most cases this should resolve the matter to your satisfaction.

20.2 If the matter is not resolved to your satisfaction you should contact your supplier within 14 days of the end of the tour concerned in writing. We will be happy to assist you should you need this.

21. Data Protection

21.1 Please note that when giving information for the purposes of making your Booking, you will be deemed to consent to us sending you e-mail communications about our services from time to time. We will not allow your e-mail information to be used by any other company or organisation. If you would prefer your information not to be used in that way, please contact us, giving your name and address: (i) by post to Scottish Tours, 78 Carlton Place, Glasgow, G5 9TH.

22. Force Majeure

22.1 Events of Force Majeure involve circumstances that are outside the reasonable control of the Service Provider and Scottish Tours. Whilst we will endeavour to assist you and your party where your Booking is altered or cancelled as the result of an Event of Force Majeure, we regret that the alternative arrangements detailed in Clause 14 will not apply.

23. Liability

23.1 Subject to Clause 23.4, in no event will we be liable to you, in contract, delict (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for any loss of profit, business, contracts, revenues or anticipated savings, increased costs or expenses, special, indirect or consequential damage or loss howsoever arising out of a Booking.

23.2 Any loss or damage suffered by you or any member of your party which results from the failure of a Service Provider is limited to the amount that you or that member of your party is entitled to claim from such Service Provider under its terms and conditions and/or any applicable international convention.

23.3 Our total liability to you and the members of the party covered by the Booking in respect of any costs or losses directly associated with that Booking shall in no circumstances exceed in aggregate an amount equal to the total sums paid by you to us in relation to that Booking

23.4 Nothing in this Clause 23 shall seek to limit or exclude our liability to you for death or personal injury caused by our negligence.

24. General

24.1 These terms and conditions, together with the relevant Tour Confirmation/Voucher and any relevant supplier terms and conditions constitute the entire agreement between you and us in relation to that Booking. Nothing in this Clause shall exclude the liability of either party for fraud or fraudulent misrepresentation.

24.2 In the event that the whole or any part of a provision may prove to be illegal or unenforceable, the other provisions of these terms and conditions and the remainder of the provision in question will remain in full force and effect.

24.3 The construction, validity and performance of the Booking and these terms and conditions shall be governed by the law of Scotland and the parties submit to the exclusive jurisdiction of the Scottish Courts in as far as permitted by law.

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