



## Terms and Conditions

### A few important things to note.

- Your Booking is non-refundable (excluding a few circumstances as pointed out below)
- A 20% Non Refundable Deposit is required at the time of booking.
- We have the right to refuse anyone under the influence of drugs or alcohol deemed unsafe or obstructive to our tours
- You accept that we may use any photographs and videos taken during the tour for promotional use including social media
- You are responsible for your own safety and belongings during our tours
- Please notify us of any health or medical conditions which you think may help us in case of an emergency.

#### 1. Definitions

**1.1** Please note the following descriptions of some terms used within our terms & conditions...

**(a)** Booking: Your booking for the Services, whether verbal, written or online;

**(b)** Events Outside Our Control: is defined in clause 9.2;

**(c)** Price: the purchase price for the Services quoted for, as updated from time to time;

**(d)** Reference Booking Number or Invoice Number: the unique number issued to You on Our acceptance of Your Booking;

**(e)** Service(s): the identified tour and/or provision of guides We will provide to You as specified in Your Booking;

**(f)** Terms: these terms and conditions, as updated from time to time;

**(g)** Ticket/Invoice: the ticket emailed or made available to You;

**(h)** We/Our/Us: Sgùrr Tours, Registered office at Studio 002, Creative Academy, Stephen's Street, Inverness, IV2 3JP;

**(i)** Working Day: any day which is not Saturday, Sunday, or a local public holiday in Inverness.

**(j)** You/Your: the consumer making the Booking and/or the Ticket holder.

**1.2** When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

## **2. Our Contract With You**

**2.1** These are the terms and conditions on which We supply the Services to You.

**2.2** Please ensure that You read these Terms carefully, and check that the details in Your Booking and/or Ticket are complete and accurate, before continuing with the Booking.

**2.3** Bookings can be made on Our website <https://www.sgurrtrouers.com> or direct by means of an invoice emailed to you,

**2.4** We will confirm Your Booking by accepting payment from You for the full price or the 20% Deposit and issuing You with a Reference/Invoice Number and Ticket. When We issue Your Reference/Invoice Number, You will be deemed to have accepted these Terms and the contract between You and Us will come into existence.

**2.5** The date, start time, length and/or end time shall be specified in Your Booking and/or Ticket.

**2.6 You are obliged to pay the Price appropriate to Your status:**

**(a)** Children are aged between 5 to 15 years old, and must be accompanied by an Adult;

**(b)** Adults are everyone from 16 years old and older, and

**(c)** Children under 11 years old and 135cm in height are required by law to travel in a car seat. We can provide one car seat upon request at time of booking.

The Prices applicable to each of the above are set out in Our tour details, as updated from time to time.

**3. Non-Refundable And Non-Transferable**

**3.1** Your Booking is valid only for the specific Service as detailed on Your Booking and/or Ticket issued.

**3.2** Your booking is non-refundable if cancelled less than 3 days prior to the tour start time and date, please see Refund Policy.

**3.3** We may, at Our sole discretion, amend Your Booking to an alternative Service if this is possible.

**4. Providing Services**

**4.1** We will supply the Services to You on the date and time specified in Your Booking.

**4.2** We will make every reasonable effort to provide the Services on the specified date and time. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.

**4.3** We reserve the right to make minor amendments to the Services if necessary in the circumstances. Such minor amendments will not affect the overall provision of Services.

**4.4** We reserve the right to correct and amend any errors contained in Our promotional material, website or any of Our other documents at any time.

**4.5** If You do not pay Us for the Services when You are supposed to as set out in clause 7, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts.

## **5. Your Obligations**

**5.1** You are obliged to pay the Price applicable to Your status as per clause 2.6 above. If You do not, You will be asked to pay the balance of the applicable Price relevant to Your status before the Services start time.

**5.2** Please bring Your booking confirmation on the day to show it to your guide as proof of Your Booking.

**5.3** You are obliged to dress appropriately and wear suitable footwear for the Services, taking into account the weather and terrain.

**5.4** You are obliged to comply with these Terms at all times.

**5.5** You must act reasonably and cooperate with us in the provision of Services to You.

**5.6** In the interests of health and safety, You must comply with all reasonable verbal instructions and requests from the guide during the tour.

**5.7** If You cause any damage to Our property, You are obliged to indemnify Us for the full cost of replacing the item or repairing the damage.

**5.8** You must not, at any time during the provision of Services, be under the influence of alcohol or drugs – see clause 11.3.

**5.9** Anyone booking on behalf of another individual or a group accepts our booking terms on their behalf. It is the group booker's responsibility to make their group members aware at their earliest about our terms & safety guidelines in advance of the tour.

## **6. If There Is A Problem With The Services**

**6.1** In the unlikely event that You are unsatisfied with the Services, please contact Us and tell Us as soon as reasonably possible and within 30 Working Days, We will consider Your comments fully and report back to You on any outcome and/or action taken as a result of Your comments.

**6.2** As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care. Nothing in these Terms will affect your legal rights.

## **7. Price And Payment**

**7.1** You can pay by debit/credit card and other methods displayed on our website.

**7.2** Payment must be made in full if booking within 4 weeks of departure date, if it is more than 4 weeks then we require a 20% Non Refundable Deposit to secure your booking. Balance is payable 4 weeks prior to your departure date. Please see Refund Policy

**7.3** The Price will only be refunded in the event that the Service is cancelled by Us as provided for in clauses 10.1, 10.2 and 11.1 only.

## **8. Our Liability To You**

**8.1** If We materially fail to comply with these Terms, We are responsible for any material loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is

not foreseeable. Material loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time the contract came into existence.

**8.2** Our total liability under clause 8.1 shall not exceed the total Price of the Services as stated in Your Booking.

**8.3** We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or resale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**8.4** We do not exclude or limit in any way Our liability for:

(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 11B of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by sections 11C, 11D and 11E of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

## **9. Events Outside Our Control**

**9.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that are caused by an Event Outside Our Control.

**9.2** An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation adverse weather conditions, strikes, lock-outs or other industrial action by Our representative/contractors and/or third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

**9.3** If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

(a) We will contact You as soon as reasonably possible to notify You; and

(b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to You, We will reschedule the Services as soon as reasonably possible after the Event Outside Our Control is over, or offer alternative Services where possible.

**9.4** You may cancel the contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Services. Please see Your cancellation rights under clause 10. We will only cancel the contract if the Event Outside Our Control continues for longer than 1 week in accordance with Our cancellation rights in clause 11.1.

## **10. Your Rights To Cancel And Applicable Charges**

**10.1** You have the right to cancel Your Booking at any time within our refund policy. You must provide written notice to Us that You are cancelling Your Booking. We will confirm Your cancellation in writing to You.

**10.2** If You cancel Your Booking or Ticket under clause 10.1, We will refund the Price paid for the Services minus the 20% Non Refundable Deposit as per our refund policy.

### **11. Our Rights To Cancel And Applicable Refund**

**11.1** We may have to cancel Your Booking before the start date for the Services in the following circumstances:

- (a) due to an Event Outside Our Control; or
- (b) if We are unable to provide the Service in terms of Your Booking for any reason.

**11.2** If We have to cancel Your Booking under clause 11.1, We will promptly contact You to let You know and refund any payments made by You.

**11.3** We reserve the right to cancel and/or suspend the contract for Services at any time with immediate effect by giving You written notice:

- (a) If You do not pay Us when You are supposed to as set out in clause 7; or
- (b) Where there is any risk to Our representative, property or welfare of others as a result of unacceptable behaviour from You. Whether behaviour is unacceptable shall be determined by Us and/or Our representative; or
- (c) If You are deemed by Us and/or Our Representative to be under the influence of alcohol or drugs; or
- (d) Where You do not comply with any of Your obligations under clause 5, and in such circumstances, refunds will not be given.

### **12. Intellectual Property Rights**

**12.1** All intellectual property rights in or arising out of or in connection with the Services shall be owned by Us.



**12.2** You do not have a right to use Our intellectual property including, but not limited to, Our name, logo and images.

### **13. Information About Us And How To Contact Us**

**13.1** If You have any questions or complaints, please contact Us. You can contact Us by emailing Us at [tours@sgurrtours.com](mailto:tours@sgurrtours.com)

**13.2** If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing, You can send this to Us via email using the details contained in clauses 13.3. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by email, by hand, or by pre-paid post to the address You provide to Us.

### **14. Photography & media usage**

**14.1** We may from time to time take photographs and videos of our tours which we may choose to use for promoting our business across different channels, including but not restricted to our website, social media, email marketing and printed marketing.

**14.2** You accept that we can use any photograph or video you (or your group) may appear in for the reasons outlined in 15.1.

**14.3** You can request the removal of any photograph or video you (or your group) may appear in by emailing us at [tours@sgurrtours.com](mailto:tours@sgurrtours.com)

### **15. Other Important Terms**

**15.1** We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.

**15.2** This contract is between You and Us. No other person shall have any rights to enforce any of its terms.

**15.3** Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

**15.4** If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

**15.5** These Terms are governed by Scottish law. You and We both agree to submit to the non-exclusive jurisdiction of the Scottish courts.