



## **Lindsay's Highland Tours Terms & Conditions**

Please take a moment to read through our standard terms and conditions. Your booking is made subject to the following:

### **Tour Policy**

Lindsay's Highland Tours is a professional private tour service that is exclusive to your group only and we do not add other groups to your tour.

### **General**

These terms and conditions, together with any other written information brought to your attention before we confirm your booking, shall form the basis of your contract with Lindsay's Highland Tours Limited (a company incorporated in Scotland, Company number: SC617440) Please read these terms and conditions carefully and contact us if you have any queries.

Within these conditions, 'you' and 'your' means all persons named on the booking. By making a booking, the 'lead passenger' specified in the booking will be deemed to have accepted these conditions on behalf of all passengers named within the booking. For the avoidance of doubt, 'written' or 'in writing' shall, where used in these terms and conditions, include email.

We endeavour to ensure that the information and prices in our brochures and on our website are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You should check the current price and all other details relating to the arrangements that you wish to book before your booking request is made. All tours are sold subject to availability.

None of these terms are intended to contravene or contradict the Package Travel and Linked Travel Arrangements Regulations 2018 (so far as applicable to your booking) or the Consumer Rights Act 2015 and your statutory rights under any such legislation are not affected.

### **Booking Process and Guaranteed Departure**

Bookings can be made via our website at [www.lindsayshighlandtours.com](http://www.lindsayshighlandtours.com), by email at [info@lindsayshighlandtours.com](mailto:info@lindsayshighlandtours.com) or by telephone.

Your booking is not confirmed until we have issued your booking confirmation. At that point a binding contract will be entered into between us. We operate a professional private tour service on a 'Guaranteed Departure' basis, therefore there is no minimum number of clients for our tours to go ahead. Once you have received confirmation from us that your tour dates are booked, you can relax in the knowledge that your tour will commence on the date agreed. We can also provide tours of a larger number if required by increasing the number of vehicles and providing additional drivers/guides.

Payment Reservations require a deposit of 25% of the tour cost depending on tour complexity and additional extras. The exact amount will be determined at time of booking. The final balance is due 30 days before your tour commencing and this date will be confirmed via your deposit/confirmation of booking email and full details on how and when to pay will be included in the deposit/confirmation of booking email sent to you. Failure to pay the final balance may result in your reservation being cancelled and interest charged from your deposit held.

### **Cancellations & Insurance**

Should you wish to cancel your booking after the deposit has been paid, you should inform us with written notification as soon as possible - the effective date of the cancellation is the date on which we receive such notification.

- Cancellations made 72 hours or more prior to tour date will result in full refund including deposit.
- Cancellations made 48 hours prior to tour date will result in full refund less 50% of the deposit value.
- Cancellations made 24 hours or less to tour date will result in full refund less deposit.

Should we have to cancel your booking due to circumstances beyond our reasonable control due to unavoidable or extraordinary circumstances or which might jeopardise your safety, we will refund all balance monies paid to us including deposit agreed at time of booking. If it is the case that we cancel your booking then we will notify you as soon as possible and issue refund.

We strongly recommend that you take out adequate cancellation insurance from a reputable insurer to protect yourself against cancellation penalties and also to cover death, personal injury, medical expenses, repatriation expenses, loss of or damage to luggage and contents, and loss or theft of money and personal belongings.

The Company shall not be responsible for loss of or damage to baggage or personal possessions or consequential loss.

### **Alternatives, Changes & Cancellations**

While the Company shall do everything reasonably possible to provide your tour itinerary and/or services as planned we reserve the right to alter itineraries, transport or accommodation for whatever reason due to the variable weather conditions that can be experienced in Scotland and travel warnings of imminent danger.

In the event of accommodation being cancelled by the accommodation provider, a similar standard of alternative accommodation will be sourced and provided wherever possible.

The majority of any such alterations will be minor and we will try to advise you of them at the earliest possible date.

In the unlikely event, however, that we are required to significantly alter a material part of your tour, we will notify you of this as quickly as possible in order to enable you to decide how you wish to proceed. In such event you will be entitled:-

- a) to take an alternative tour of equivalent or superior quality, if we are able to offer that, or
- b) to take a substitute tour of lower quality if we are able to offer that (in which event the difference in price between the original and the substitute tour will be refunded to you); or
- c) to cancel your booking and obtain a full refund of all monies paid by you.

Due to unpredictable weather and road conditions we cannot guarantee any departure or arrival times at any particular points of a tour itinerary.

If you wish to change any part of your confirmed booking, you should inform us in writing as soon as possible. Whilst we will do our best to assist you, we cannot guarantee that we will be able to meet your request. In addition, you may also be required to meet any extra costs incurred by us (and any costs or charges incurred or imposed by any suppliers) in making the requested change. Where we are unable to meet your change request and you no longer wish to travel on the basis of the original booking, this will be treated as a cancellation of your booking and cancellation charges may be payable by you, as outlined in these terms (see "Cancellations and Insurance").

If, once your booking is confirmed, you are unable to travel for any reason then we will allow you to transfer your booking to someone else (introduced by you, and who satisfies all of the conditions applicable to the booking) provided that:-

- a) we are notified of this in writing at least 72 hours prior to departure;
- b) you and/or the transferee make payment of any costs and charges incurred by us and/or imposed by other suppliers, and
- c) the transferee agrees to these conditions and all other terms of the contract between us.

For the avoidance of doubt, no transfer requests or changes will be finally confirmed until full payment of all applicable charges referred to above have been received by the Company.

### **Health & Safety**

We will try to accommodate disabilities and medical problems where we can but please be aware that many of our tours may not be suitable. The Company reserves the right to refuse to carry any person whose fitness level or medical condition is not considered by the Company/Guide to be appropriate for the tour. If you or any member of your party has any disability or medical problem which may affect their ability to travel or interfere with the agreed travel program on our tour then please provide us with full details at the time of making your booking enquiry, so that we can advise you as to the suitability of your chosen arrangements. If we are not informed of any disabilities or medical problems we cannot be held responsible for any cost or inconvenience incurred if we are unable to accommodate you or any member of your party.

If we are unable to accommodate the needs of the person(s) concerned then we will not confirm your booking. If you did not give us details of the disability or medical problem at the time of making the booking request and inform us thereafter, we shall be entitled to cancel your booking and full cancellation charges will apply and compensation will not be offered by the Company.

The Company reserves the right to refuse to carry any person whose conduct or manner is likely to cause offence or upset to other passengers. In such cases, full cancellation charges apply and the Company shall have no further liability to that passenger. This includes fever, disease, contagious viruses, alcohol & drug abuse or any other symptoms that might cause upset to other passengers. In the event of customer illness, then the relevant customer must accept responsibility for any medical costs incurred and the Company shall not be liable to refund any part of the tour cost. All visitors from overseas MUST have insurance to cover accident and repatriation.

The group must at all times abide by the directions of and be respectful towards the Tour Guide or Tour Director.

Clients should be aware that weather conditions in Scotland can be severe and hence MUST be properly equipped.

### **Accommodation and Other Services**

Admission fees or guided tours in any attractions visited are not included in the tour price unless expressly stated in the tour description.

Unless otherwise expressly stated in the tour description, the cost of accommodation is not included in the price, although we can arrange accommodation on your behalf. If you wish us to do so, we will endeavour to book accommodation falling within the price bracket specified by you. If accommodation within the specified price bracket is not available or cannot be booked for any reason, we will discuss this with you before booking any alternative accommodation on your behalf. The costs of any special requests will vary depending on other providers policies. Bookings are made subject to the terms and conditions of the relevant accommodation (or other service) provider. By booking accommodation or other services through us, you enter into a direct contractual relationship with the relevant third party provider and we act solely as an intermediary, transmitting the details of your reservation to the relevant accommodation (or other service) provider. Unless otherwise advised, payment for accommodation or other services booked on your behalf should be made directly by you to the relevant third party provider.

In addition to the cancellation charges outlined in these terms, cancellation of accommodation or other services booked by us on your behalf may also result in you being liable for cancellation charges levied by the relevant third party provider. Any such costs or charges should be payable to us, so that we may remit them to the relevant provider on your behalf. We reserve the right to use the funds held from deposit to settle any charges levied by third party providers. Please contact us if you would like details of supplier cancellation charges relevant to your booking.

### **Our Liability for Third Party Suppliers**

Many aspects of your tour may be provided by independent third party suppliers, who provide such products and services on the basis of their own terms and conditions. The Company may share your personal information with other carriers insofar as necessary to enable products and services to be provided.

The Company will not accept or have any liability for any acts or omissions (whether negligent or otherwise) of any supplier or person providing services in connection with any tour unless such a

person is employed by or under the direct control of the Company. Although we will use reasonable skill and care in verifying descriptions and other information provided by third party suppliers, we cannot guarantee that all such information is accurate, complete or correct and each such supplier remains responsible for the accuracy, completeness and correctness of the information provided to us by them.

This does not, however, affect your statutory rights under the 2018 Regulations, if applicable to your booking.

The Company shall not be liable for unforeseeable or indirect losses . We will not be responsible for, nor will we be liable to pay compensation for, any loss, cost, damage or claim to the extent that it results from:-

- a) any act and/or omission by you;
- b) the act or omission of any third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable;
- c) unusual or unforeseeable circumstances beyond our (or our suppliers’) control, the consequences of which could not have been avoided even if all due care had been taken; or
- d) any event which either we or our suppliers could not, even with all due care, have foreseen or forestalled.

The Company cannot assume responsibility for any costs incurred for any travel arrangements purchased separately from the Company.

### **Data Protection**

We take your privacy seriously and will always endeavour to process your personal information in accordance with applicable data protection laws. In order to process your booking and to ensure that your travel arrangements run smoothly, we will need to use the personal information which you provide to us (such as your name, address, contact details, any special requirements etc). Where you have consented, we may also use the information provided to keep in touch with you and to advise you of the Company’s products and services (including special offers) from time to time. We may also pass personal information on to third parties (such as accommodation providers or other suppliers relevant to your booking) where necessary and where appropriate measures are in place. We will not, however, pass your information on to anyone who is not involved in providing (or arranging the provision of) any product or service related to your booking.

### **Website Links**

Where our websites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or of any information you may obtain from them. You must not establish any link to our websites unless we have given our express written approval of this.

### **Website and Media Content**

We will always ask for your consent to using images and videos of you taken during the tour for advertising and promotional purposes in any medium we choose.

Any testimonials, photographs or content will be considered non-confidential and non-proprietary (unless expressly stated by you in writing). You retain all of your ownership rights in your content, but after consenting you are required to grant us a licence to use, store and copy that content and to distribute and make it available to third parties. Uploading your content shall automatically grant us a perpetual, worldwide, non-exclusive licence to use, reproduce, distribute and display such content for such purposes as we may reasonably require including, without limitation, for use in our marketing materials and publicity.

### **Complaints Procedure**

We actively welcome your feedback, both in respect of our own services and those provided by other suppliers. In the event that you have any complaint during the course of your tour then please bring this to the attention of your driver or tour guide or the Company as soon as possible, and we will endeavour to resolve the matter to your satisfaction. Customers wishing to lodge a complaint after the tour has ended should do so in writing to the Company within 28 days of the

tour end providing full and comprehensive details. We will endeavour to resolve your complaint in an amicable manner as quickly as is reasonably possible.  
Any complaints regarding accommodation or other providers should, in the first instance, be raised with the relevant provider.