Terms and Conditions

Your booking is made subject to the following terms and conditions:

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 Brijamco Ltd Trading as Small Group Tours of Scotland (a company incorporated in Scotland, No: 500630 ('us', 'we' or the 'Company') in respect of the relevant tour or other holiday experience (together referred to in these terms and conditions as 'tours') to be provided by the Company. 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 is 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 on our website and in our quotations is accurate; however occasionally changes and errors occur and we reserve the right to correct details in such circumstances.

Whilst it is not anticipated that any tours sold by the Company would constitute a 'package' for the purposes of The Package Travel, Package Holidays and Package Tours Regulations 1992 (the "1992 Regulations"), none of these terms and conditions are intended to contravene or contradict the 1992 Regulations (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

Bookings can be made online, via telephone, in person,at our office or by contacting us by email at hello@smallgrouptoursofscotland.com. Your booking is not confirmed until you have reviewed and agreed to the current terms and conditions, we have received your deposit, and we have issued your booking confirmation. At that point a binding contract is entered into between us. We cannot be held responsible if any tour dates in which you are interested become fully booked or

otherwise unavailable prior to your deposit payment being received. The balance is payable in full, six weeks before commencement of your tour.

If we quote a price for a tour which is based upon a specified number of individuals then, in the event of the size of the group increasing or decreasing in size, we may alter our quoted price accordingly to reflect the revised numbers.

Any changes made following the issue of your booking confirmation is subject to an administration fee, which is at the discretion of the Company. The fee is reflective on the amount of time that the change would take to implement and may be subject to any costs or charges incurred or imposed by any of our suppliers.

Where a booking is made more than six weeks prior to the date of the tour, a £500 deposit per person is required to secure the booking. Where a tour is to take place within six weeks, full payment is required at the time of booking, and is non-refundable after seven (7) days.

Accommodation and Other Services

Admission fees, activity fees or guided tours as stated in the itinerary are included in the tour price unless expressly stated in the tour description.

The cost of nine nights' accommodation is included in the price. Breakfast is included in all accommodations excluding Edinburgh.

For Guests arriving before departure date or staying after departure date, we can book extra accommodation nights as required.

Vehicles and Guides

A vehicle is assigned to you on receipt of your confirmed booking. We reserve the right to change the guide at short notice due to operational circumstances. You will be allocated a vehicle of similar or superior quality for your tour.

A Driver/Guide is assigned to you on receipt of your confirmed booking. We reserve the right to change the driver, guide at short notice due to operational and personal circumstances.

Changes by Us

While the Company shall do everything reasonably possible to provide your tour itinerary and/or services as planned, the Company reserves the right to alter itineraries, transport or accommodation if required to do so. In the case of accommodation, a similar standard of accommodation will be obtained 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:

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

Please be aware that the nature of travel involves risks and unpredictable weather and road conditions and we cannot, therefore, guarantee any departure or arrival times at any points of a tour itinerary.

Changes by You

If you wish to change any part of your confirmed booking, you should inform us in writing as soon as possible. This should be done by the lead passenger named on the booking. Whilst we will do our best to assist you, we cannot guarantee that we will be able to meet your request.

Where we can meet a change request made by you, any changes made may be subject to an administration fee (as advised by the Company). 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 of our suppliers) in making the requested change. Where we are unable to meet your change request and you no longer wish to travel based on 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.

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 the conditions applicable to the booking) provided that:

- we are notified of this in writing at least 7 days prior to departure;
- an administration fee per person transferring (as advised by the Company) is paid;.
- you and/or the transferee make payment of any costs and charges incurred by us and/or imposed by our accommodation providers or other suppliers, and
- 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.

Cancellations, Refunds and Credits Policies

Cancellation by Us

We will only cancel tours due to unforeseeable circumstances which are out with our control, or which might jeopardize your safety. If we cancel your tour then we will always refund you, in full, for all sums paid by you.

Any Refunds will be made to the card supplied on the original booking. The Exchange rate will be determined by the credit card servicing company. We are not responsible for international exchange rates.

If you must cancel for any reason, the following charges apply based on your notification period before departure:

Cancellation by You

If you wish to cancel your booking after our booking confirmation has been issued, you should inform us in writing as soon as possible – the effective date of cancellation will be the date upon which we receive such written notification. In the event of cancellation by you, cancellation charges may be payable, as set out below.

Scheduled Departure Tours

For all multi day tours, the following cancellation charges apply (depending on the effective date of cancellation*):-

Notification Period	Cancellation Charge
42 Days+ Notice Admin costs only	£50 per person
7 – 42 Days Notice Partial refund available	20% of package price
4 - 6 Days Notice Limited refund	75% of package price
72 Hours or less No refund available	100% of package price
No-show No refund available	100% of package price

Note: All cancellation charges are calculated based on the total package price. The notification period is calculated from your scheduled departure date.

Missed Departures

You are responsible for ensuring that you have all necessary passports, visas and other travel documents and that you are at the correct departure point at the correct time. We cannot accept any responsibility for your failure to do so, nor any costs or expenses incurred as a result of you failing to do so (which will be treated as a cancellation by you). No monies will be refunded for any missed departures or unused services.

Refusal of Travel

The Company reserves the right to refuse to carry any person whose conduct or manner is likely to cause offence or upset to the guide. The Company also reserves the right to refuse travel to any person who is experiencing medical symptoms likely to cause ill health to others. It is therefore vital that you ensure that you are fit to travel on the departure date.

In either of the cases mentioned above, full cancellation charges shall be applied by the Company and the Company shall have no further liability to that passenger or to any person travelling with them.

Our Liability and Actions of Suppliers

Many of the aspects of your holiday experience (of which your tour may form part) are provided by independent suppliers, who provide such products and services on the basis of their own terms and conditions. In particular, tickets for travel on other carriers are subject to the normal conditions of carriage of the individual carrier.

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 Package Travel, Package Holidays and Package Tours Regulations 1992, to the extent applicable to

your booking. To the extent that these Regulations do apply to your tour booking, then (subject to these terms and conditions) if we or our suppliers are in breach of contract and/or negligently perform or arrange the services which we are obliged to provide for you under our contract with you (as detailed in your booking confirmation) then we may be obliged to pay you reasonable compensation, which will be calculated taking into account all relevant factors (such as, but not limited to, the extent to which this affected the overall enjoyment of your tour). Please note that it is your responsibility to show that we or our suppliers have breached the contract or been negligent.

If we are found liable to pay you compensation under the above provision, then (subject to the following paragraphs) the maximum amount which we will be liable to pay to you in respect of any claim shall be limited to twice the price paid by the affected person, in total. This maximum amount will only be payable where you or your party have received no benefit from your booking. This limitation shall not apply to any claims relating to death or personal injury or fraud (or any other type of claim that cannot be excluded or limited at law). You must notify us of any potential claims under this provision at the earliest opportunity.

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:-

- any act and/or omission by you;
- the act or omission of any third party unconnected with the provision of the services contracted

for and which were unforeseeable or unavoidable;

- 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

- 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.

Special Requests

Any special requests should be advised to us at the time of booking. Whilst we will try to accommodate your reasonable special requests, we cannot guarantee that they will be fulfilled and failure to meet any special request will not be a breach of

contract on our part. Where appropriate, we will pass any special requests on to your accommodation provider(s), but we cannot be held responsible for their failure or inability to meet your request. Please also be aware that some accommodation providers may make an additional charge (payable locally) depending on the nature of your request. We regret that we cannot accept bookings which are conditional on any special request being met.

Disabilities and Medical Problems

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. If you or any member of your party has any disability or medical problem which may affect their ability to travel 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 in this way then 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, acting reasonably, we are unable to accommodate the needs of the person(s) concerned then we will not confirm your booking or (if you did not give us details of the disability or medical problem at the time of making the booking request) we shall be entitled to cancel your booking and to levy the relevant cancellation charges.

Luggage

Unless otherwise notified, passengers are restricted to one medium sized suitcase/bag (maximum 22 kilos) and one carry-on bag per person. Luggage is carried free of charge but at the passenger's own risk. It is the passenger's responsibility to ensure that luggage is fit for travel, sturdy and waterproof.

Smoking

Smoking (including e-cigarettes) is not permitted in vehicles but there are frequent stops en route for those passengers who wish to smoke.

Complaints

We actively welcome your feedback, both in respect of our own services and those provided by other suppliers (such as accommodation providers). 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 as soon as possible, and we will endeavour to resolve the matter to your satisfaction. Any complaints regarding accommodation

should, in the first instance, be raised with the relevant accommodation provider or your guide.

If your complaint is not resolved locally and you wish to complain further then please contact us at brian@personaltoursofscotland.com providing all relevant information necessary to enable us to consider your complaint. We would request that any complaints be raised with us within 28 days of the end of your tour, as otherwise our ability to investigate the complaint properly may be affected.

Insurance

The Company strongly recommends that passengers arrange suitable travel, medical and cancellation insurance. We will cooperate fully with any requests for information from your insurance company for you to proceed with your claim.

Your Protection

Where applicable to your tour, all monies paid by passengers will be held in trust until such time as the tour has been completed, in accordance with The Package Travel, Package Holidays and Package Tours Regulations 1992.

Data Protection

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). 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. In addition, we may be required to pass this information on to third parties (such as accommodation providers or other suppliers relevant to your booking). 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. We believe in protecting your privacy.

Please see our current Privacy and Cookies Policy on our website.

Force Majeure

Unless expressly stated otherwise in these terms and conditions, we do not have any liability to you if we are prevented from fulfilling our contractual obligations to you as a result of any event which is out with our control (and/or out with the control of the supplier or provider of the service in question).

Such events may include (but are not limited to) war or threat of war; terrorist activity or the threat of terrorist activity; civil commotion or riot; any action taken by

a governmental or public authority; industrial disputes; collapse of buildings, fire, explosion or accident; traffic or road conditions or road closures; technical or mechanical breakdown; adverse weather conditions; natural disasters, public health conditions and disruptions, 'acts of God', and all similar events or circumstances.

Enforceability of Terms

If any provision of these terms and conditions is found to be illegal or unenforceable, that shall not affect the validity and enforceability of the remainder of these terms and conditions.

Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with Scots law and any matter or claim arising from them shall be dealt with only by the Scottish courts (save that you may choose the law and the courts of England, Wales, Northern Ireland or Eire if you live in any of those places and wish to do so). If you would like to bring a matter to our attention, please contact us by email at brian@personaltoursofscotland.com.