



## **OCEAN VERTICAL SCOTLAND LTD. PACKAGE TRAVEL TERMS AND BOOKING CONDITIONS**

The following booking conditions form the basis of your contract with Ocean Vertical Scotland Limited, a company registered in Scotland (company number SC631318) of Hedderwick Hill Stables, Belhaven, East Lothian, EH42 1XF. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions apply to all arrangements for your tour which we agree to make, provide or perform, as applicable, as part of your contract with us.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. “We”, “us” and “our” means Ocean Vertical Scotland Limited. References to “departure” are to the start date of the tour arrangements we have contracted to provide.

Any reference to an EU regulation in these booking conditions should be taken to mean the UK legislation which replaces (or has replaced) that EU regulation and/or any EU regulation which continues to have effect in the UK as a result of being incorporated into UK law (in all cases referred to as 'retained EU law'). Changes to retained EU law are likely to be made over time. Reference to any EU regulation in these booking conditions is intended to refer to the relevant retained EU law at the applicable time.

The Package Travel and Linked Travel Arrangements Regulations 2018 will apply to your contract unless it is a day trip. For more information on your rights under these regulations please see the link <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>.

### **1. Making your booking**

Most of our tours are tailor made to your requirements. Suggested itineraries may appear on our website. Please contact us by completing a booking enquiry online, or contacting us by phone or email to discuss your requirements. We will send you an itinerary proposal for your tour. The first named person on the booking will be the “party leader”. The party leader must be at least 18 when the booking is made and is responsible for making all payments due to us. This individual must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By submitting a booking enquiry, the party leader confirms that he or she is so authorised.

It is a condition of our accepting your booking that you are covered by appropriate and adequate personal travel insurance which should be in effect when you make the booking. See clause 9 on the subject of insurance.

Once we have agreed an itinerary, subject to the availability of your chosen arrangements, we will confirm your tour by issuing a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document



within 10 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to [hello@oceanvertical.com](mailto:hello@oceanvertical.com). Any authorised travel agent of ours through whom you make a booking will relay information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these booking conditions, receipt by such an authorised travel agent of messages, requests or complaints intended for us will be treated as receipt by us. However, we are not responsible for any advice given to you by your travel agent that did not originate from us.

## **2. Payment**

In order to confirm your chosen tour, a deposit which is usually 20% of the total price per person (or full payment if booking within 90 days of departure) must be paid at the time of booking. Full details of the applicable deposit will be given at the time of booking.

The balance of the tour cost must be received by us usually not less than 90 days prior to departure. This date will be shown on the confirmation invoice. Reminders are not always sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 8 depending on the date we reasonably treat your booking as cancelled.

All monies you pay to one of our authorised travel agents for your tour with us will be held by the agent on your behalf until a contract between us comes into existence. After that point, your agent will hold the monies on our behalf until they are paid to us. Payments must only be made to your travel agent in sufficient time for them to be paid to us by balance due date and not earlier even if your travel agent asks you to do so.

## **3. Your contract**

A binding contract between us comes into existence when we issue our confirmation invoice to the party leader or your travel agent.

We both agree that Scottish law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim").

We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the courts of Scotland only unless, in the case of court proceedings, you live in England, Wales or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of Scotland. If proceedings are brought in England, Wales or Northern Ireland, you may choose to have your contract and claim governed by the law of England and Wales/Northern Ireland as applicable (but if you do not so choose, Scottish law will apply).

## **4. The cost of your tour**



Please note, changes and errors occasionally occur. You must check the price of your chosen tour and what it includes at the time of booking.

We reserve the right to increase or decrease the prices of unsold tours at any time. We also reserve the right to increase or decrease and correct errors in advertised prices at any time before your tour is confirmed.

Once the price of your chosen tour has been confirmed at the time of booking, we will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable, subject to the conditions set out in this clause, if our costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the tour including without limitation tourist taxes or (iii) the exchange rates relevant to the tour.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between confirmation of your booking and the start of your tour.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your tour arrangements, which excludes insurance premiums and any amendment charges. You will be charged for any increase in our costs over and above that. If any surcharge is greater than 8% of the total tour cost, clause 10 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the tour cost or within 14 days of the issue date printed on the invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place.

#### **5. Special requests and medical conditions / disabilities / reduced mobility / allergies / special dietary requirements**

If you have any special request, you should advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) if it is important to you.

Our tours may not be suitable for people with certain disabilities, medical conditions or significantly reduced mobility. Before you make your booking, we will advise you as to whether the proposed tour arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced



mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Should you suffer from any medical condition, disability, significant reduction in mobility or significant allergy which may affect your tour (including any which affect the booking process) or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any material change in your condition, disability or mobility occurs. You must also promptly advise us if any medical condition, disability, reduced mobility or significant allergy which may affect your tour develops after your booking has been confirmed.

We will advise our suppliers of any allergy information you provide us with. However, you must take appropriate precautions to protect yourself whilst on your tour. Without limitation, it is your responsibility to ensure that any food you are intending to consume does not include anything to which you are allergic at the time you order or purchase this.

## **6. The nature of our tours**

It is a fundamental condition of your booking that you accept the hazards involved in the sort of tours we operate. We operate in remote areas, facilities are usually basic, terrain may be rough or rugged, most tours require some degree of physical effort which may be more than you are used to. Where water based activities are included water may be cold and you must be able to swim 15 metres unaided. Weather can be changeable and you must be prepared for this.

You agree that in visiting remote and mountainous regions there is an element of on-tour flexibility. The itinerary stated in the booking documentation is indicative only and not a guarantee that a particular route will be followed or place reached. You must acknowledge that delays and alterations and their results, such as inconvenience and discomfort, are possible where unforeseen circumstances arise.

You must have a level of fitness commensurate with your chosen tour.

It is your responsibility to ensure that you have suitable footwear, waterproof clothing and other items when participating in our tours.

Where we our supplier provides safety equipment you must use it or wear it as instructed. If you wish to use your own safety equipment you must ensure that it is adequate to meet the conditions. If, in our, or our supplier's, reasonable opinion, the equipment is not suitable we and/or our supplier has the right to insist you use the equipment provided by us or our supplier.

## **7. Changes by you**

Should you wish to make any changes to your confirmed tour, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such request. Where we can, an amendment fee of £50.00 per person will be payable together with any costs or charges incurred or imposed by any of our suppliers. A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will



apply. Changes may result in the recalculation of the tour price where, for example, the basis on which the price of the original tour was calculated has changed.

You may transfer your booking or your place on the booking to someone else (introduced by you) without payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 days before departure. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers, together with an amendment fee of £50.00, must be paid before the transfer can be effected.

As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting these services are likely to incur a 100% cancellation charge and the applicable cost of rebooking the service.

## **8. Cancellation by you**

You may cancel your confirmed booking at any time before departure. You may also transfer your booking as referred to in clause 7. If you want to cancel your booking after we have confirmed it, you must do so by e-mail or by posting or hand delivering written notice of cancellation to us or your travel agent. Your notice of cancellation will only be effective when it is received in writing by us at our offices.

If you are unwilling to travel for any reason, or you are unable to travel due to medical reasons, cancellation charges will apply.

We will ask you to pay cancellation charges on the scale shown below based on your original booking departure date. In calculating these cancellation charges, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Cancellation charges are calculated on the basis of the total cost payable by the person(s) cancelling, excluding insurance premiums and any amendment charges (which are not refundable in the event of cancellation).

<b>Period before departure within which written notification of cancellation is received by us</b>	<b>Cancellation charge per person cancelling</b>
90 days or more before departure	Loss of deposit
Between 89 and 31 days before departure	50%
30 days or less before departure	100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) from your travel insurer. Claims must be made directly to the insurance company concerned after you have paid the applicable cancellation charge to us.

Where any cancellation reduces the number of full paying party members below the number on which the price and/or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.



We will not make any refunds in respect of any unused element of your tour, including but not restricted to, accommodation, guiding or transport arrangements.

## **9. Insurance**

It is a condition of our acceptance of your booking that you obtain appropriate travel insurance. This insurance must include cover for (i) cancellation or curtailment of your tour as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need (v) cover for costs and liability arising from any specific activity you intend to participate in. Please note, it is your sole responsibility to ensure that the travel insurance purchased is suitable for your particular needs, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy.)

Please be aware that any advice against non-essential international travel (including as a result of the covid-19 pandemic) issued by your home country may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.

Please read your policy details carefully and take them with you on tour. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

## **10. Changes and cancellation by us**

(1) Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 10. Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 5. Where we have to do so, clauses 10(4) and 10(5) will apply.

(2) All alterations which are not significant will be treated as insignificant changes. Please refer to clause 6 (the nature of our tours.) In booking one of our tours, you are taken to have agreed that the confirmed itinerary is not contractually binding and that while we will endeavour to provide this, changes may be made for the reasons referred to in clause 6. Occasionally, we have to significantly change your itinerary before departure. Taking account of clause 6, this will be the case where the changed itinerary is materially different to that confirmed at the time of booking.

(3) Covid-19 and the action being taken to manage its effects (including face masks/coverings and health passes / vaccination certificates) may have an impact on tour arrangements for a considerable period of time. Measures may be re-introduced or changed with little or no prior notice. Greater flexibility may therefore be required for the foreseeable future which we would ask you to bear in mind at all times, both before and after departure. Any impact which covid-19 related measures has on your tour will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation charges as a result.



(4) All group tours require a minimum number of bookings to enable us to operate them and we reserve the right to cancel any such tour where this minimum number is not achieved. You will be advised before your booking is accepted of the minimum number applicable to your tour. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason, if your tour is 6 days or longer 20 days before departure, for tours lasting 2 – 6 days 7 days before departure and for tours less than 2 days no later than 48 hours before departure.

(5) In the event we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative tour arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration or any alternative tour arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(6) If you choose to cancel your booking in accordance with clause 10(5), we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we, or the travel agent through whom you made your booking, send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation (see above). No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 11).

(7) Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event we are prevented from performing your contracted tour arrangements as a result of unavoidable and extraordinary circumstances (see clause 11) and we notify you of this as soon as reasonably possible. Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (see clause 10(5)) but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative tour arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 8 will apply.

(8) In the event that unavoidable and extraordinary circumstances (see clause 11) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 12(6) above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation. Please note, certain situations arising from or in connection with the covid-19 pandemic may constitute unavoidable and extraordinary circumstances. However, this does





not mean they will entitle you to cancel and receive a full refund as set out in this clause or in regulation 12(7) of the Package Travel and Linked Travel Arrangements Regulations 2018.

#### **11. Unavoidable and extraordinary circumstances**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, flood, an outbreak of a serious illness at your tour destination, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity. Unavoidable and extraordinary circumstances also include the covid-19 pandemic and its impact on travel. When we refer to the covid-19 pandemic in these booking conditions, we mean the pandemic resulting from the illness or disease caused by the novel coronavirus which is now called severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and any mutations or variants of the same and/or any other coronavirus (and its mutations and variants) which is treated as part of the same pandemic and/or another pandemic however described.

#### **12. Our Liability to you**

(1) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury, or your contracted tour arrangements are not provided as promised or prove deficient as a direct result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted tour arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, 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).

(2) We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following:-

- the act(s) and/or omission(s) of the person(s) affected; or
- the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable; or
- unavoidable and extraordinary circumstances as defined in clause 11 above.

(3) We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees





to provide for you where the services or facilities are not advertised by us in our brochure or on our website and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase during your tour. Please also see clause 17 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) Except as set out in clause 12(5) or as otherwise permitted by Scottish law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total tour cost (excluding any insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 12(6). This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

(5) Where any claim concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this clause 12(6). The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier concerned would have to pay you under the applicable international convention(s) or EU regulation(s). Such conventions and regulations include the Warsaw Convention as amended or unamended, the Montreal Convention for the Unification of Certain Rules for International Carriage by Air 1999 and for airlines with an operating licence granted by an EU country, the Regulation (EC) No 889/2002 on air carrier liability in the event of accidents, the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 (as amended by the 2002 protocol), and Regulation (EC) No 392/2009 on the liability of carriers of passengers by sea in the event of accidents, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended and Regulation (EC) No 1371/2007 on rail passengers' rights and obligations. You may also have rights under regulation (EU) no 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway or regulation (EC) no 1371/2007 on rail passengers' rights and obligations. Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

(6) We cannot accept any liability for any damage, loss, expense or other sum(s) of any nature or description which (a) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) did not result from any breach of contract or other fault by ourselves or our employees



or, where we are responsible for them, our suppliers or (c) relates to any business (including without limitation, loss of self employed earnings).

(7) We have public liability insurance to cover our legal liability to you.

### **13. Complaints and claims procedure**

In the unlikely event you have any reason to complain or may have a basis for making a claim in respect of any aspect of your tour arrangements, you must immediately inform our representative or agent (if we have one) and the supplier of the service(s) in question. The issue can then be promptly investigated and, where appropriate, steps taken to resolve the situation. Any verbal notification must be put in writing and given to our representative / agent and the supplier as soon as possible. If the situation is not resolved to your satisfaction within a reasonable time, you must contact our head office as soon as possible. You will be provided with contact details to enable you to do so before you go on tour. Until we know about a complaint or problem, we cannot begin to resolve it. Most issues can be dealt with quickly.

In the event a complaint or problem is not resolved to your satisfaction locally and you wish to pursue the matter, you should contact us in writing with full details within 28 days of your return from the tour.

If you fail to follow the simple procedure set out in this clause, we are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your tour. Subject to clause 12(5), your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

### **14. Assistance whilst you are on tour**

In the event you end up in difficulty (of any sort) during your tour, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

### **15. Behaviour and damage**

When you book with us, you accept responsibility for any damage or loss you cause. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to us or our supplier as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without



prior notice, to terminate the tour of the person(s) concerned. In this situation, the person(s) concerned will be required to cease all use of the tour services including leaving any accommodation. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses, costs or losses incurred as a result of the termination.

#### **16. Conditions of suppliers**

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions or EU regulations (see clause 12(6)). Copies of the relevant parts of these terms and conditions and of the international conventions / EU regulations are available on request from ourselves or the supplier concerned.

#### **17. Excursions, activities and general area information**

We may provide you with information (before departure and/or when you are on tour) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not operated, supervised, controlled or endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 12(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your tour, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a tour with us, we will pass on this information at the time of booking.

#### **18. Passports, visas and health requirements**

You must check entry and other official requirements for the UK, and the 4 nations that make up the UK, and all countries to or through which you are travelling as well as any requirements applicable on your return to your home country, at the time of booking and in good time before and close to departure. Requirements may change and travel restrictions may be imposed (which could be at no or very short notice prior to departure) as a result of the covid-19 situation. You must also keep up to date with this information while you are away.

You must check the applicable passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. Please ensure that you check the latest position on applying for or renewing a passport at the earliest opportunity.



General information about entry to the UK is available at <https://www.gov.uk/uk-border-control>. General information about entry to Scotland is available at <https://www.mygov.scot/foreign-travel-advice>. Please note entry requirements for Scotland may differ from England and the other nations of the UK.

It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those which are introduced to deal with covid-19) in good time before departure. Details are available from your GP surgery or local travel clinic.

Please be aware that there may be enhanced screening/monitoring at exit and entry points both overseas and in the UK. In order to gain entry to the UK and return home, you may be required to provide proof of the required number of covid-19 vaccinations (which may include any recommended booster(s)) and/or a negative covid-19 test result prior to being allowed to board your flight or other transport or enter the country. It is your responsibility to ensure that your covid-19 vaccination status and documentation meets the applicable local requirements of your destination country(ies) including, without limitation, in respect of the number of vaccination doses you have received, the time interval between and since the last of these and the means by which this is to be proved. Vaccination requirements vary in different parts of the world including in respect of children. Where required, covid-19 tests must be taken within a short time (which may be within 24 hours) of travel. There are strict requirements in respect of the tests and test providers which can be used and the information which must be provided for these purposes. If you are unable to travel due to a positive covid-19 test pre-departure, we will endeavour to assist in postponing or re-arranging your trip but the usual cancellation or amendment charges will be applicable as set out in clause 8.

In the event that you have not been vaccinated against covid-19, either at all or in compliance with the applicable requirements, you may be unable to enter the UK or to access certain services (which may include, for example, cruises and indoor facilities such as restaurants and museums) and may encounter other difficulties. You will not be entitled to cancel (without payment of cancellation charges set out in clause 8) or receive any refund and we will not have any responsibility for any costs or expenses you suffer as a result in any such situation.

In certain situations and when arriving from certain countries, you may be required to self-isolate or quarantine for a set period on arrival. There may also be other entry requirements such as completion of an on-line form pre-departure, proof of travel insurance including covid-19 cover and downloading a local contact tracing app. Your previous travel history outside your home country may also impact on your ability to gain entry to the UK.

It is the responsibility of the person who makes the booking to ensure that all persons travelling are in possession of all necessary travel and health documents before departure. If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly.

## **19. Travel Advice**

Your home government will regularly publish updated travel information relevant to your tour on its website. We strongly recommend that you consult this before booking as well as close to and in good time before departure.



The UK Foreign, Commonwealth and Development Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travelaware.campaign.gov.uk>. Up to date UK border control measures are available at [www.gov.uk/uk-border-control](http://www.gov.uk/uk-border-control)

The US State Department provides advice at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>.

The Government of Canada provides advice at <https://travel.gc.ca/travelling/advisories>.

The Australian Department of Foreign Affairs and Trade provides advice at <https://www.smarttraveller.gov.au/>.

The Ministry of Foreign Affairs of Japan provides advice at <https://www.anzen.mofa.go.jp/>.

## **20. Financial security**

We deposit the money you pay for your tour into a trust account which is a special bank account designated to hold your money. Your money remains in the trust account until your tour has finished. The account is supervised by an independent appointed trustee. Both we and the trustee are required to authorise payments from the trust account. Should we become insolvent, your money will still be held within the trust account by the designated trustee.

You can access the The Package Travel and Linked Travel Arrangements Regulations 2018 at <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

## **21. Safety Standards**

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

## **22. Brochure / website / advertising material accuracy**

The information contained on our website and in our other advertising material is believed to be correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen tour (including the price) with us, or your travel agent, at the time of booking.

## **23. Photographs and videos**

We may take photographs and videos during the tour. Images and video are used to document your experience and are for reporting and promotional material only and will only be used by us. If you want to opt out please let us know.