

### General

Please read the following terms and conditions before completing your booking as these are the basis of the contract between you and Historic Deeside Journeys.

In these terms and conditions “we, our and us” means Historic Deeside Journeys and “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. No contract will exist until we confirm in writing that your deposit has been paid. If we decline to accept a booking made by you the deposit submitted will be refunded to you in full.

We endeavour to ensure that the information and prices 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.

### Booking

Bookings can be made by contacting us by email at [hello@historicdeesidejourneys.co.uk](mailto:hello@historicdeesidejourneys.co.uk)

Once a tour is agreed, we will then send you our bank details for payment.

Your booking is not confirmed until we have issued your booking confirmation. At that point a binding contract will be entered into between us. A deposit of £50.00 per person is required to make a booking. Payment in full is required not later than 4 weeks prior to the commencement of your tour. If full payment is not made by this date, we reserve the right to cancel your booking and retain the deposit.

### Changes

If you wish to change any part of your confirmed booking, you should inform us in writing as soon as possible and we will do our best to assist you. However, we cannot guarantee that we will be able to meet your request. 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.

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).

While the Company shall do everything reasonably possible to provide your tour itinerary as planned, the Company reserves the right to alter itineraries or transport if required to do so. The majority of any such alterations will be minor and we will try to advise you of them at the earliest possible date.

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 particular points of a tour itinerary.

### **Cancellation**

We will only cancel tours due to unavoidable and extraordinary circumstances which are out with our control or which might jeopardise your safety. If we cancel your tour then we will notify you as soon as possible and we will always refund you, in full, for all sums paid 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.

- a. cancellation more than 4 weeks before the tour date: 10% of the tour price;
- b. cancellation between 4 weeks and 2 weeks before the tour date: 50% of the total tour price;
- c. cancellation less than 2 weeks before the tour date: 100% of the tour price;
- d. in the event of a 'no show' you will be charged 100% of the tour price.

### **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 other passengers. 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**

Some aspects of the tour are provided by independent suppliers, such as castle tours who provide such services on the basis of their own terms and conditions. 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.

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:

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

### **Disabilities and Medical Problems**

It is your responsibility to ensure that you and each member of your party are in good health and fit for any activity that you book. 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.

### **Lower age limit**

Tour guests on the Historic Deeside Journeys must be aged 18 and over.

### **Luggage**

As luggage space is limited, luggage is limited to one small day bag per person.

### **Smoking**

Smoking (including e-cigarettes) is not permitted in the vehicle.

### **Complaints**

We would request that any complaints be raised during the trip or with us within 28 days of the end of your tour, as otherwise our ability to investigate the complaint properly may be affected.

### **Insurance**

It is your responsibility to obtain your own insurance for your trip. We will not be responsible for any loss or injury suffered by you or member of your party excepting personal injury caused by our negligence.

**Data Protection**

We take your privacy seriously and will always endeavour to process your personal information in accordance with applicable data protection laws.

**Website and Media Content**

We would like to use images and videos of you and your party taken during the tour for advertising and promotional purposes after the journey is complete. However, we would only do so after receiving your permission.

**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.