**Booking Conditions**

These Booking Conditions, together with our privacy policy and where your holiday is booked via our website, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract Thistle Excursions (referred to later as “we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking (“Lead Name”) agrees on behalf of themselves and all persons detailed on the booking that:

a.) he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
b.) he/she consents to our use of information in accordance with our Privacy Policy;
c.) he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
d.) he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

For the majority of our bookings, we act as the “Package Organiser”, i.e. we organise and supply the package. We will provide the tour guide, but in some locations the venue also supply their own tour guide, who we are not responsible for.

**SECTION 1: PACKAGE BOOKING CONDITIONS**

The following terms and conditions apply to all packages where Thistle Excursions is your package organiser:

**Booking and Payment**

In order to make a booking with us, you must pay in full and we issue you with a booking confirmation. All our tours are subject to availability and we reserve the right to return your deposit or payment and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent.

**Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our leaflets are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

**Pricing**

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

**Jurisdiction and Applicable Law**

These Booking Conditions and any agreement to which they apply are governed in all respects by Scottish law. We both agree that any dispute, claim or other matter which arises.

**Substitution of Client**

If any member of your party is prevented from travelling, that person may transfer their place to another suitable person (introduced by you and satisfying all the conditions applicable to the tour) provided that written notice is given at least 10 days prior to departure. A “suitable person” is one who can take part in the tour. An administration fee of GBP 5 will be charged.

**Cancellation by You**

You may cancel the booking at any time provided that the cancellation is communicated to us in email, which we will confirm. Unless you receive confirmation we do not know about your attempt to cancel. Since we incur costs in cancelling your arrangements, cancellation charges will be applied as shown below:

Cancellation charges apply as follows:

Period before departure in which you notify us:

Cancellation Charge

60 days or more *Full Refund*

59 - 31 days *75% of total holiday cost or deposit*

30-10 days or less *50% of total holiday cost*

10-0 days *No refund is available*

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your travel insurance provider.

**Changes & Cancellation by Us**

We aim to operate all tours as advertised, but by as we plan the tours many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your excursion, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of minor changes include alteration to the times of your tour or slight venue changes.

Important note: We will not pay you compensation in the following circumstances:

where we make a minor change;where we have to cancel your arrangements as a result of your failure to make full payment on time; where the change or cancellation by us arises out of alterations to the confirmed booking requested by you; where we are forced to cancel or change your arrangements due to Force Majeure (see later clause).

Please note: where arrangements with a higher price than the original arrangements are offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if the arrangements offered by us and accepted by you are of a higher price than those originally booked by you and in the same location where no additional payment is made by you.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, we will refund you in full.

**Force Majeure**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned’s control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

**Travel Insurance**

You MUST take out adequate and suitable travel insurance in order to take part in a tour organised by us and this is a condition of your contract with us. Clients are wholly responsible for arranging their own insurance. For clients who choose to make their own travel insurance arrangements, we reserve the right to request a copy of their insurance policy and/or a receipt showing payment of the premium. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation and curtailment of the holiday for insurable reasons. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions. Clients making their own insurance arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities they will be undertaking during their tour.

Furthermore, if you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

**Behaviour**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. It is your responsibility to ensure that you and all members of your party do not behave in a way which causes or is likely to cause distress, offence or danger to others or which risks damage to property belonging to others, or cause a delay or diversion to transportation. In such circumstances all suppliers (e.g tour guides or venue guides) and we have the right to terminate arrangements made on your behalf, in which case our responsibility to you ceases immediately and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. Therefore, we will not be liable for any refunds, payment of compensation or reimbursement of any cost or expenses incurred by you as a result. Further, you will be liable to reimburse us for any expenses whatsoever that we incur as a result of such behaviour. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the person(s) affected.

We cannot be held responsible for the actions or behaviour of other tour members, guests or individuals who have no connection with your booking arrangements or with us.

**Age & Fitness**

All Clients must satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in the Company’s tours. Clients who have a walking or other disability may find part of our tours unsuitable. Please consider this before booking, as refunds cannot be given once on the tour. You agree to accept the authority and decisions of our employees, tour leaders, and agents whilst on tour with us. If in the opinion of such person, the health or conduct of a Client before or after the departure appears likely to endanger the safe, comfortable or happy progress of the tour, the Client may be excluded from all or part of the tour, in which case all monies paid will be forfeited and we will not be liable to pay any compensation whatsoever to such Client.

**Local Laws**

All participants in tours operated by us are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve us of all obligations that we may otherwise have to you.

**Seatbelts**

Local laws relating to the wearing of seatbelt may be non-existent or not enforced in some countries and therefore local people largely choose not to wear them. For this reason local service providers may or may not have seatbelts in vehicles or they may be hidden between seats or underneath protective seat covers. It is expected that where seatbelts are available customers must use them and remain seated at all times while the vehicle is moving. As such, customers acknowledge that seatbelts may not be available and therefore travel at their own risk.

**Illness or Disability**

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition which may affect their participation in the tour must declare the true nature of such condition and provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen tour. We may require you to produce a doctor’s certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details, and may result in such persons being excluded from the tour in which case all monies paid will be forfeited and we will not be liable to pay any compensation whatsoever.

Where we accept your booking, you must make arrangements for the provision of any medication or other treatment required during the tour.

For persons with pre-existing conditions including but not limited to: illness, diabetes, pregnancy, asthma, gastric reflux, cancer, heart problems, epilepsy, respiratory or mobility problems you should visit a doctor for a personal medical examination obtaining a medical clearance that certifies you as fully able to participate in the tour as described within the company literature specific to your tour or tailored arrangements prior to booking. You are responsible for assessing whether a Tour is suitable for you. We will not and do not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

**Complaints**

If you have a complaint about any of the tour arrangements, you must bring it to the attention of the tour guide or other representative of the Company at the time so that they may use their reasonable endeavours to rectify the situation. Should the problem remain unsolved a complaint must be made in writing to us within a reasonable period of not more than (we suggest 3 months) after the completion of the tour. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier’s ability to investigate your complaint, and will affect your rights under this contract.

**Acknowledgment of Risk**

The tours operated or supplied by us have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal ’package’ holidays. All bookings are accepted on the understanding that you appreciate such risks and hazards and that you undertake all tours at your own volition. For group tours, the specific itinerary, inclusions and additional information related to a holiday is detailed in the tour specific trip notes.

Active tours (all walking, trekking & cycling tours) are adventurous by nature and the client accepts this. A variety of factors, including weather and transport might require changes in any itinerary. The tour leader will make any changes that are necessary. Only rarely will such changes be significant, and every reasonable effort will be made to minimise the effects of the enforced changes. No liability can be accepted for the results of changes or delays, irrespective of how they are caused. Travel insurers may not cover specific activities within an active tour on their standard insurance policies and the client accepts responsibility for obtaining full comprehensive travel insurance for all activities as outlined in the trip notes of the tour.

**Our Responsibilities**

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

the acts and/or omissions of the person affected; or the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or unusual or unforeseeable circumstances beyond ours or our supplier) control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled. We cannot be held liable for any personal loss or damage to clothing or personal effects.

**Special Requests**

If you have any special requests, you should inform us at the time of booking. We and our suppliers will try to meet such requests, but cannot guarantee that they will be fulfilled. If we confirm that a special request has been noted or passed to the supplier or refers to it on the confirmation invoice or elsewhere, this is not a guarantee to meet it. You will not be specifically notified if a special request cannot be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings which are conditional on the fulfilment of any special request.

**Delays, Missed Transport Arrangements and other Travel Information**

We cannot accept liability for any delay which is due to any of the reasons listed below:

1. The behaviour of any passenger(s) on the ship or tour, for example, fails to check in or board on time)
2. You arriving late for departure
3. Changing your mind about travelling with us
4. Illness
5. Ship not being able to reach port on time
6. Not returning to the coach on time during the tour (we will endeavour to help you return to the ship but it is not our responsibility if you do not turn up when coach needs to leave)

**Products Sold in Country**

Some of our tours detailed on our website can be purchased locally, subject to availability. The cost of products/ services paid locally may differ from those paid prior to travel. Prevailing and fluctuating exchange rates combined with a merchant fee (if paying via credit card) may contribute towards an increase or decrease in the amount paid. No refund of the difference will be offered by the Company.

**Privacy Policy – Data Protection**

The Company respects your privacy and is committed to protecting your personal data. Our privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) or when you otherwise provide personal data to us via other means such as over the telephone (regardless of where you provide it from) and tell you about your privacy rights and how the law protects you.

Our privacy notice is provided in a layered format so that you can easily click through to the specific areas set out below. Alternatively you can download a PDF version of the policy.

Please also refer to the Glossary that we have set out at the end of the Policy if there is any terminology used in this privacy notice that you are unfamiliar with or that you don’t fully understand.

**Images**

Excursion images featured in our brochures and website are used for illustration purposes only. Your specific tour may differ from the representation provided. You agree that any images taken of your likeness whilst a participant on tours provided by us or through the supply of image(s) by fellow clients can be used in any form of media for and by us.