



TASTING SCOTLAND

GOURMET JOURNEYS & EVENTS

Tasting Scotland Terms & Conditions - Tours & Events (Excluding Corporate)

Governing Law and Jurisdiction

1.1 The terms of these terms and conditions constitute a legally binding contract (“the Contract”) between you, the Client, and Tasting Scotland, the Company.

1.2 This legal notice shall be governed and construed in accordance with Scots Law. Any dispute arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the Scottish Courts.

1.3 No failure or delay by Tasting Scotland in enforcing any of its rights under the Contract shall be deemed to be a waiver of such right.

Pricing

2.1 For customised tours 1 day or less no development fee is applicable with a finalised itinerary provided free of charge.

2.2 For customised tours more than 1 day in duration a draft itinerary and estimated cost will be provided free of charge. Tasting Scotland requires a £150 per person (up to a maximum of £500) non-refundable development fee to progress and finalise your itinerary. This fee will be off-set against your total cost upon booking.

Payments

3.1 For 1 day tours and individually booked events (excluding Corporate events. See Business Terms & Conditions) full payment is due on confirmation of booking.

3.2 For tours of more than 1 day’s duration a 50% deposit must be paid on booking and the balance due must be received 84 days prior to the start of your tour. For bookings made less than 84 days before the start of your tour the full amount is due to secure your booking.

3.3 Tasting Scotland reserves the right to re-calculate pricing due to fluctuations in the market between the time a fully costed itinerary is issued and the deposit paid.

3.4 Tasting Scotland requires payments to be made by international/national bank transfer. Payments via credit cards will be subject to a 3.2% transaction/processing fee.

3.5 Payment of deposit or full payment will constitute as acceptance of Tasting Scotland’s Terms & Conditions.

3.6 For bookings costed on a price per person basis, any change to final numbers may result in increased costs for the group overall.

Cancellations by Tasting Scotland

4.1 Tasting Scotland reserves the right to cancel any scheduled tour, or event at any time. In such circumstances you will be entitled to full re-payment to any amount received or you may transfer to an alternative activity at no additional cost.

Client Cancellations & Refund Policy

5.1 Please note that all Clients cancelling any booking will be charged a standard fee of £25 per person per booking to cover administration costs. The following terms and conditions apply:

5.2 For individually booked events (excluding corporate events. See Business Terms & Conditions).

- Entirely at Tasting Scotland's discretion (there is normally no refund. A credit voucher may be issued if the ticket is resold).

5.3 For ½ day & 1-day tours/experiences.

- Cancellation more than 30 days before departure - full refund less administration fee or transfer to another date or tour. (Subject to non-refundable/cancellation supplier costs).
- Cancellation within 30 days or less – no refund will be given.

5.4 For all tours of more than 1 day's duration

- Cancellation more than 84 days before the tour departure –90% refund of amount paid, less administration fee. (Subject to non-refundable/cancellation supplier costs).
- Cancellation between 56 – 84 days before the tour departure - 60% refund of amount paid, less administration fee. (Subject to non-refundable/cancellation supplier costs).
- Cancellation between 31 – 55 days before the tour departure - 40% refund of amount paid, less administration fee. (Subject to non-refundable/cancellation supplier costs).
- Cancellation of 30 days or less – no refund or transfer.

Substitute representatives

6.1 A substitute can attend in your place providing Tasting Scotland has had details 7 days before activity begins (pending third party supplier agreement). As our administrative hours are Monday-Friday 09:00 – 17:30, this timeline applies within those hours. You will need to provide us with the names, any dietary requirements & contact number of anyone attending in your place. Some of our tours are unsuitable for those under the age of 18 years. Tasting Scotland does not accept tickets which have been resold through other official ticket-selling websites.

6.2 Tickets bought as gifts and the use of gift vouchers carry the same cancellation policy.

Tour Departures

7.1 We advise that clients must arrive at their selected departure point 15 minutes prior to the published departure time. Arrival in time for tours departing and finding the departure point is the sole responsibility of the Client. No refund will be issued for missed departures.

7.2 For self-drive clients, arrival in time for accommodation check in, bookings at attractions/activities and restaurant reservations is the sole responsibility of the Client. No refund will be issued for missed departures, bookings or reservations.

Liability

8.1 You are advised not to bring any items of special value onto Tasting Scotland events, activities or tours. The Company will not accept responsibility for the loss or damage to any personal possessions.

8.2 Tasting Scotland will not be liable for any loss or injury suffered by you resulting from any activity which is beyond the direct control of the Company.

Third Party Suppliers/Carrier

9.1 Tasting Scotland 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 direct control of the Company. (This includes but is not exclusive to: accommodation, subcontracted coach services, car hire, chefs, restaurants, visitor attractions, producer premises or subcontracted tour guides, translators or activity instructors).

9.2 Tickets and vouchers for travel on other carriers are subject to the normal conditions of carriage of the individual carrier.

9.3 All third party suppliers (i.e. accommodation, entrance fees) must be paid in full at the time of booking and clients will be liable for and bound by the terms and conditions of the relevant third party.

Accommodation and Car Hire

10.1 Accommodation and Car Hire arrangements for tours are provided independently by third party accommodation and car hire providers. Such arrangements are subject to the terms and conditions and limitations of liability imposed by these providers, and as such any contracts undertaken are made between the Customer and the third party accommodation and car hire provider. All such arrangements are made independently of Tasting Scotland, irrespective of any help and assistance which the Company may provide in securing such arrangements.

10.2 Tasting Scotland is not responsible for typographical or substantive errors in descriptions of hotels, programs or car hire.

Force Majeure

11.1 Tasting Scotland does not accept any liability for any loss, inconvenience or damage caused by war, threat of war, riot or civil commotion, terrorist or criminal activity, industrial disputes, natural disasters, fires, illness, weather conditions, road traffic conditions, temporary technical, electrical or mechanical breakdown within booked accommodation.

Travel and Trip Cancellation Insurance:

12.1 Whilst Tasting Scotland maintains insurance meeting all statutory requirements, we strongly recommend that Clients hold comprehensive and suitable travel, medical and cancellation insurance to cover their period of travel.

Alternatives/Cancellations

13.1 While Tasting Scotland shall do everything reasonably possible to provide your tour itinerary and details as planned; the Company reserves the right to alter the timing and/or content of any activity, transport or accommodation for whatever reason. In the case of hotel accommodation a similar standard of alternative accommodation will be obtained wherever possible.

Complaints

14.1 The Client must make Tasting Scotland and 3rd party suppliers aware of any complaints before the end of the Client's stay/experience to provide an opportunity to remedy any problem.

14.2 Tasting Scotland will not be held responsible for any differences between rates paid prior to departure and locally posted rates and no refunds will be made for these possible fluctuations.

Missed Features of Program

15.1 In case a Client chooses not to utilise any aspect(s) of the program, he or she is not entitled to any refund therefore. In the event some aspect of the program becomes unavailable through no fault of Tasting Scotland, the Client agrees its only recourse is to obtain a refund directly from the 3rd party supplier.

Vehicles & Luggage

16.1 Tasting Scotland reserves the right to change the size and type of vehicle operating on our tours and whether a separate guide and driver are required.

16.2 Due to multi-stop nature of our tours luggage must be restricted to one medium sized suitcase/holdall and one piece of hand luggage per person.

Not Included

17.1 Airfare costs, additional excursions not outlined in itineraries, personal expenses, phone calls, faxes, laundry services, passport and visa fees, tips, gratuities and refreshments (unless otherwise noted on specific itinerary) are not included. It is the responsibility of the client to ensure all official travel documents are valid for travel.

Customer Conduct

18.1 Smoking is not permitted on any of our vehicles. Tasting Scotland reserves the right to refuse to carry, or to eject from an event, any person whose conduct or manner is likely to cause offence or upset to other passengers or clients. In such cases full cancellation charges to the passenger(s) apply, and Tasting Scotland shall have no further liability with that passenger.

Website

19.1 The content of the pages of Tasting Scotland website is for your general information and use only. It is subject to change without notice.

19.2 Tasting Scotland does not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.

19.3 Your use of any information or materials on our website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our website meets your specific requirements.

Photograph/Video/Testimonial Release

20.1 Clients grant the rights to Tasting Scotland to use photographs, videos, testimonials for its own commercial use without compensation to the client.

Data Protection

21.1 Please note that when giving information for the purposes of making your booking, you will be deemed to consent to us holding and using that information to send you details of other products and services we provide or intend to provide that we think may be of interest to you. If you would prefer your information not to be used in that way, please contact us, giving your name and address: (i) in writing, (ii) by e-mail, or (iii) by telephone.