



# TASTING SCOTLAND

## Terms & Conditions

### 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 & Payments

2.1 For tours/experiences 1 day or less in duration no development fee is applicable with a finalised itinerary and cost provided free of charge.

2.2 For tours/experiences more than 1 day in duration a draft itinerary and an estimated cost will be provided free of charge. A further two ‘sets’ of itinerary changes will be included free of charge in order to finalise your itinerary. A ‘set’ equates to a single communication regardless of the number of items/elements to be changed. Thereafter Tasting Scotland will charge £25 per item/element requested.

2.3 For tours/experiences of up to 1 day in duration, full payment is due prior to confirmation of booking.

2.4 For tours/experiences of more than 1 day in duration a 30% non-refundable deposit must be paid on booking. The remaining balance must be paid a minimum of 56 days (8 weeks) prior to the start of the booking tour/experience. A reminder for the balance will be sent 84 days (12 weeks) prior to the start of the booked tour/experience. For bookings made less than 56 days (8 weeks) before the start of the booked tour/experience the full amount is due.

2.5 No reservations are made in advance with third-party suppliers. On receipt of the Booking Confirmation the process of securing each itinerary item/element for your booking commences and a final price will be confirmed.

2.6 Any additional costs due to price changes from third-party suppliers are to be met by you. Any price reductions from third-party suppliers for any element of your booking will be refunded to you.

2.7 Should any item/element of your booking be unavailable; Tasting Scotland will endeavor to find alternative options and liaise with you directly as to your preference. Any price amendments will be reflected in your final payment invoice.

2.8 Tasting Scotland reserves the right to re-calculate pricing in advance of the final payment being made due to factors that are outwith our control. These include, but are not limited to, exchange rates and fluctuations in the market. After the final payment has been made any re-calculation will only take place if factors which are outwith our control exceed a percentage of the total paid greater than 2.5%. Tasting Scotland will absorb the initial 2.5% on your behalf.

2.9 Tasting Scotland requires payments to be made by bank transfer, credit or debit cards. A processing fee may apply for payment by some credit or debit cards. This will be communicated to you in advance.

2.10 Payment of fees for any development, deposit or final costs relating to your booking will constitute as acceptance of the Terms & Conditions.

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

## **Cancellations**

### **3.1 Cancellation of Bookings (Day or part thereof)**

The following terms and conditions apply for cancelling a booking:

- 30% of the total cost of any tour/experience is non-refundable.
- More than 28 days before date of tour/experience
  - 70% refund, less any non-refundable supplier costs.
- Between 14 – 28 days before date of tour/experience
  - 50% refund, less any non-refundable supplier costs.
- Less than 14 days before the date of tour/experience
  - No refund.
- Notwithstanding the cancellation charges, we reserve the right to re-sell any part of a cancelled booking.

### **3.2 Cancellation of Bookings (more than 1 day in duration)**

The following terms and conditions apply for cancelling a booking:

- 30% of the total cost of any tour/experience is non-refundable.
- More than 56 days before the tour/experience start
  - No refund of 30% deposit paid
- Between 31 – 56 days before the tour/experience start
  - 30% refund of total amount paid, less any non-refundable supplier costs.
- Cancellation within 30 days or less – no refund.
- Notwithstanding the cancellation charges, we reserve the right to re-sell any part of a cancelled booking.

## **Changes**

4.1 The administration fee to cover the costs involved in amending any itinerary/experience after booking is £25 per item.

4.2 All changes are subject to non-refundable supplier costs.

4.3 Any date/tour transfers are subject to availability and at the discretion of Tasting Scotland.

4.4 Date/tour transfers that have been agreed require to be re-booked within 9 months of the cancellation date and taken within 18 months.

## **Cancellations by Tasting Scotland**

5.1 Tasting Scotland reserves the right to cancel any booking at any time. In such circumstances you will be entitled to full re-payment of any amount paid or you may transfer to an alternative date, subject to availability and to the same value.

5.2 Some escorted group tours/experiences require a minimum number of participants which will be indicated upon booking. In the event of the minimum number not being achieved prior to 56 days (8 weeks) before departure, we will be entitled to cancel the tour/experience

whereupon all monies paid by you will be refunded or an alternative (wherever possible) offered. No compensation shall be payable.

### **Travel and Trip Cancellation Insurance**

6.1 Whilst Tasting Scotland maintains insurance meeting all statutory requirements, we strongly recommend that all clients hold comprehensive and suitable travel, medical and cancellation insurance.

### **Substitute Representatives**

7.1 A substitute can attend in your place providing Tasting Scotland has had details 7 days before the tour/experience begins (pending third party supplier agreement). Our administrative hours are Monday-Friday 09:00 – 18:00 (GMT) and this timeline applies within those hours. You will need to provide us with the names, any dietary requirements & the contact number of anyone attending in your place.

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

### **Tour Departures**

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

8.2 For self-drive clients, arrival in time for all elements of the itinerary, (not limited to 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 in respect of any part of the itinerary.

### **Liability**

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

9.2 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**

10.1 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/experience 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, chef lectures/masterclasses, restaurants, visitor attractions, producer premises or subcontracted tour guides, translators or activity instructors).

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

10.3 Clients will be liable for and bound by the terms and conditions of the relevant third party.

### **Accommodation and Car Hire**

11.1 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.

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

### **Force Majeure**

12.1 Tasting Scotland does not accept any liability for any loss, inconvenience or damage caused by war or terrorist or criminal activity (or threat thereof), riot or civil commotion, industrial disputes, natural or nuclear disasters, fires, chemical or biological disasters, illness, weather conditions, road traffic conditions, temporary technical, electrical or mechanical breakdowns and similar events which are outside of our control.

### **Alternatives**

13.1 While Tasting Scotland shall do everything reasonably possible to provide your tour/experience as planned; the Company reserves the right to alter the timing and/or content of any activity, transport or specified accommodation if necessary. In the case of accommodation, a similar standard of alternative accommodation will be arranged. Alternatively, if a room upgrade is available within the specified accommodation this may be selected according to the clients' preference with any additional costs to be met by the client.

### **Complaints**

14.1 You must make Tasting Scotland and 3<sup>rd</sup> 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 the start date of the tour/experience and locally posted rates and no refunds will be made for these possible fluctuations.

### **Missed Features of Program**

15.1 If you choose not to utilise any aspect(s) of the itinerary/experience, you are not entitled to any refund therefore. In the event some aspect becomes unavailable through no fault of Tasting Scotland, you agree the only recourse is to obtain a refund directly from the 3<sup>rd</sup> party supplier.

### **Vehicles & Luggage**

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

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

### **Not Included**

17.1 Travel costs for arrival into Scotland, additional excursions not outlined in itineraries, personal expenses, passport and visa fees, gratuities, meals and refreshments (unless otherwise specifically noted) are not included. It is the responsibility of the client to ensure all official travel documents are valid for travel, including travel insurance.

### **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 any person whose conduct or manner is likely to cause offence or upset to other passengers or clients. In such cases full cancellation charges apply, and Tasting Scotland shall have no further liability with the client causing the offence or upset.

### **Age Restrictions / Challenge 25 Alcohol Purchase Policy**

19.1 Some of our tours/experiences are unsuitable for those under the age of 18 years. Date of Birth details are requested by Tasting Scotland in order to suggest itinerary or experience items/elements that allow us to operate with the law or with individual supplier specifications. It is the responsibility of the client to ensure accurate details are provided.

19.2 Scotland operate 'Challenge 25'. Challenge 25 is an age verification policy that requires all premises with a license to sell alcohol to ask for proof of age from anyone who looks under 25 when purchasing alcohol. This is a legal requirement in Scotland and is designed to help prevent underage drinking. To comply with Challenge 25 in Scotland, individuals who appear to be under 25 years old should carry a valid form of photo identification. Acceptable forms include:

- Proof of Age Standards (PASS) card: This is a specifically designed ID card for people aged 18 and over.
- Photographic driving license.
- Passport: A valid passport.
- It's important to note that other forms of identification, such as student cards or bank cards, are not typically accepted for Challenge 25.

If you're unsure whether your ID is acceptable, it's best to carry one of the three listed above to avoid any issues when purchasing alcohol.

## **Data Protection**

20.1 Tasting Scotland respects the protection of your personal information/data. We collect personal data from you in order to respond to an enquiry, fulfil a booking or send you promotional material. We will only process your personal data in accordance with our Privacy Policy for or in connection with the purpose for which you have provided it (for example, processing your booking) or as you have consented to our using it (for example, to send you marketing material) or as permitted by data protection laws. Please read our Privacy Policy found on our website [www.tastingscotland.com](http://www.tastingscotland.com) for full details.

20.2 You and your personal data will be protected by the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018. As a data controller of your personal data Tasting Scotland takes appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction or damage to your personal data, which is appropriate to the harm that might result. Your personal data will be retained by us for the period referred to in our Privacy Policy.

20.3 You may withdraw your consent to receiving marketing material or other communications from us at any time by unsubscribing to our e-mails or otherwise contacting us.

20.4 You can contact us if you wish to know which personal data of yours is being held or how it is being processed, for what purpose and to whom it may be or has been disclosed. If you have any complaint about the way in which your personal data has been dealt with you can contact us and we will investigate and respond to you as soon as possible. You may contact us by e- mail [info@tastingscotland.com](mailto:info@tastingscotland.com) or telephone +44 7974 212 529 or post to Tasting Scotland, 11 Parkhill Drive, Rutherglen, South Lanarkshire, Scotland, G73 2PL.

If you remain dissatisfied, you may complain to the Information Commissioner's Office. For further details visit [www.ico.org.uk](http://www.ico.org.uk).

## **Photograph/Video/Testimonial Release**

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

## **Website**

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

22.2 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.

22.3 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.

### **Intellectual Property Rights**

23.1 All intellectual property rights (including, without limitation, copyright and rights in and to any databases and trademarks) subsisting in our website and its contents, and in the software and source materials used in connection with it, are owned by Tasting Scotland. All such rights are reserved. You may, however, save and print individual items included for personal, non-commercial use.

TS25