

Business Tours Scotland Ltd

**Registered Office:
110 Beech Avenue, Newton Mearns, Glasgow G77 5BL Scotland UK**

Terms and Conditions relating to the provision of Tour Programmes

1. THE CONTRACT

- 1.1 The Contract shall be governed solely by the Terms and Conditions herein and shall constitute the whole agreement between the Provider and the Client.
- 1.2 In the event of any conflict between the Terms and Conditions and any communications between Business Tours Scotland and the Client, the Terms and Conditions shall prevail.

2. DEFINITIONS

In these Terms and Conditions the following terms shall have the following meanings unless the context otherwise requires:

"Terms and Conditions" shall mean the terms, conditions and others contained in Clauses 1 to 10 inclusive and the attached proposal.

"the Contract" shall mean the Contract constituted by the Terms and Conditions and the Client's acceptance of these.

"The Proposal" shall mean the proposed tour or visit programme.

"the Provider" shall mean Business Tours Scotland Ltd.

"the Client" shall mean the company, firm, person, university or other legal person accepting the Terms and Conditions.

"the Services" shall mean the provision of arranging meetings, travel within Scotland and accommodation by the Provider to the Client as detailed in the proposal.

"Guest(s)" shall mean any and all persons for whom the Services are to be provided in terms of the Contract.

3. PRICE

The price payable by the Client to the Provider in respect of the provisions of the Services is that specified in the quotation. The Provider has the right to adjust the price resulting from alterations to the Services after the date of acceptance by the Client but prior to the date on which the Services are first provided. Written notification of any price changes will be made to the Client as soon as possible. In such event the Client will have the option to withdraw from the Contract, provided the Provider receives written confirmation of this from the Client within 14 days of the notification of change of price. In these circumstances any deposit will be refunded to the Client. If no such notification is received within said period the Client will be deemed to have accepted such change of price and to have waived its right to withdraw from the Contract.

4. PAYMENT

- 4.1 All prices and charges stated by the Provider are exclusive of Value Added Tax or other Government charges unless otherwise stated.
- 4.2 The Client is required to lodge with the Provider a deposit of one third of the overall cost of the tour on acceptance of the Proposal and this deposit must be lodged by the Client together with the Client's signed acceptance of the Proposal. Failing which the Client's acceptance of this Offer shall be invalid and shall have no effect. Save as provided in Clause 3, such deposit shall be non-refundable
- 4.3 If any deposit or any other payment as specified in Clause 4.2 does not reach the Provider by the date(s) stipulated, then there will be no Contract in existence and the Provider will give notice to this effect to the Client.
- 4.4 Where a booking is made by the Client on a date falling more than 6 weeks prior to the intended date of arrival of the Guest(s), the balance of two thirds payment in respect of the Services (after deduction of any booking fees and/or deposit previously paid) shall be made by the Client no later than 6 weeks prior to the intended date of arrival of the Guest(s) in exchange for a invoice issued by the Provider to the Client showing the amount due. Failing which the Provider reserves the right to terminate the Contract without penalty.
- 4.5 Where a booking is made by the Client on a date falling 6 weeks or less prior to the date of intended arrival of the Guest(s) payment in respect of the Services (together with payment of any booking fees and/or deposit due at the time of such booking, which booking fees and/or deposit shall be taken into account when calculating the payment due in respect of the Services) shall be made by the Client in full immediately at the time such booking is made by the Client, in exchange for a invoice issued by the Provider to the Client showing the amount due. Failing which the Provider reserves the right to terminate the Contract without penalty.
- 4.6 Interest at the rate of 4 per cent above the base rate from time to time of the Bank of Scotland PLC will be payable on all sums remaining unpaid after the due date for payment until payment in full has been received by the Provider.

5. CANCELLATION BY THE CUSTOMER

- 5.1 Cancellation of a booking can be effected only by written notice. Such cancellation will be effective only when received and acknowledged by the Provider.
- 5.2 Without prejudice to any other remedy which the Provider may have (a) in the event of a cancellation at any time the Provider shall be entitled to retain the full amount of any such deposit(s) and/or booking fees paid by the Client and (b) the following cancellation costs will be payable to the Provider on demand by the Client:-

5.3

		Percentage of Price Payable re Bedroom Accommodation	Percentage of Price Payable re Travel
	Cancellation Notices Received :-		
1	More than 6 months but less than a year prior to the Event	10%	10%
2	More than 3 months but less than 6 months prior to the Event	15%	15%
3	More than 1 month but less than 3 months prior to the Event	50%	30%
4	More than two working days but less than 1 month prior to the Event	75%	75%

6. GUARANTEE OF NUMBERS

- 6.1 The Client will be responsible for payment in respect of the number of persons as stated in the Contract. There shall be no reduction in the price if the actual number is less than the number stated in the offer letter.
- 6.2 In the event that the Client wishes to increase the number of persons, the Provider shall use all reasonable endeavours to comply with such request provided that such request is made no later than seven days prior to the date for the provision of Services. Any additional costs relating to accommodation or vehicle size thereby incurred by the Provider will be payable by the Client.

7. ROOMING LIST AND MEALS

The Client will provide the Provider with a rooming list and details of any specific dietary or other requirements not later than four weeks prior to the date on which the Services are to be provided. Any substitution of names must be notified to the Provider as soon as possible. Whilst the Provider agrees to use its reasonable endeavours to cater for any such special requirements it will be under no obligation to do so and failure to do so will not amount to any breach by the Provider of the Contract. Any variation to meal times may result in additional costs, which will be passed on to the Client.

8. ADDITIONAL TERMS APPLYING TO ACCOMMODATION

- 8.1 It is the duty of the Client to ensure that these Terms and Conditions and the terms of this Clause 8 in particular are brought to the attention of all Guests.
- 8.2 It may be necessary for the Provider to re-allocate the Client or any of the Guests from the accommodation originally notified to the Client at the time of entering into the Contract to suitable alternative accommodation. The Provider shall be entitled to make such changes and shall not be deemed to be in breach of any of these conditions in the event that it requires to do so.
- 8.3 In so far as the Data Protection Act 1989 applies to any personal data, held by or on behalf of the Provider relating to customers or any party deriving right from them, which data is hereinafter called "Relevant Data", the following provisions of this clause 8.3 shall apply.
- 8.4 The Provider shall be entitled to use all Relevant Data for the purposes of their business including, without limitation, providing up-to-date news and offers, and for the purpose of the provision of the services offered by the Provider.
- 8.5 In the course of so using Relevant Data, the Provider shall be entitled to disclose or transmit the same to their agents and sub-contractors and to such others as may be required by law or in connection with legal proceedings.

9. GENERAL

9.1 ASSIGNATION

The Client shall not be entitled to assign the Contract or any benefit thereunder. The Provider shall be entitled to sub-contract the performance of any part of the Contract.

9.2 FORCE MAJEURE

Neither party shall be liable to the other in the event that either party is delayed in or prevented from the performance of its obligations hereunder by reason of Force Majeure which for the purposes hereof shall mean any direct cause of delay or prevention beyond the reasonable control of the Provider and/or the Client and shall include strikes, lock-outs, riots, sabotage, acts of war, destruction or damage of essential equipment by fire, explosion, flood or reduction or unavailability of power or other services.

9.3 DAMAGES

The Client shall be responsible for all loss, damages or expenses incurred by any Guest(s) on the tour.

9.4 Neither the Provider nor its employees, agents or sub-contractors will be responsible to any Guest(s) for any personal effects, valuables or other articles brought with them on the tour.

9.5 GOVERNING LAW

The Proposal is construed in accordance with the Law of Scotland.

10. COMMUNICATIONS:

Unless otherwise notified to the contrary, all correspondence in connection with these terms & Conditions will be addressed to Business Tours Scotland at the above address.

This offer is open for acceptance for a period of 30 days from the date of this proposal failing which it will lapse. If you wish to accept the offer and the Terms & Conditions attached, please confirm your acceptance by completing the acknowledgement below.

We look forward to receiving your acceptance and 1/3 deposit in due course.

Yours faithfully

ACCEPTANCE

We the undersigned hereby confirm our acceptance of this offer (reference number: XXXX) subject to the terms and conditions therein stated, [and enclose our deposit of £XXXX paid]

ACCEPTED BY THE CLIENT

Signature: _____

Position: _____

For and on behalf of (organisation) _____
duly authorised in that respect.

Date: _____

ACCEPTED BY THE PROVIDER

Signature: _____

Position: _____

For and on behalf of Business Tours Scotland Ltd duly authorised in that respect.

Date: _____