

SCOTUS TOURS LTD
TERMS AND CONDITIONS OF BOOKING AND TRAVEL

For bookings made from 6 August 2020 onwards

1. These terms and conditions form the basis of a legally binding contract between you (the individual, church, business or other organisation making the booking, as the case may be and as the context requires) and us, Scotus Tours*. References to “we”, “us”, “our” and such like mean Scotus Tours.

2. We strongly advise all individuals taking part in any of our tours to take out travel insurance to cover all insurable costs arising as a result of their agreeing to take part in the tour including, without prejudice to the foregoing generality, costs arising from personal injury, medical costs, loss of baggage, cancellation charges and repatriation costs. If the said individuals require our assistance whilst on tour, we reserve the right to reclaim from them any expenses that we may incur on their behalf that would have otherwise been met by insurers.

3. A reservation shall be considered binding once a booking form and deposit have been accepted by us in respect of every person named on the booking per the tour brochure. Payment in full must be made in accordance with the schedule laid out in the brochure. Failure to do so may result in the cancellation of the booking, loss of deposit and any other costs reasonably incurred by us in respect of the cancelling party. For the avoidance of doubt, the following items are not included in the cost of the tour, namely fees for passports or visas, laundry, drinks, meals or hotel nights not stated in the itinerary, additional excursions and gratuities.

4. All cancellations must be submitted in writing to us. The cancellation will be deemed to take effect on the date that such notice is received by us. The cancellation fees will be as specified in the brochure for the particular tour.

5. If you wish to make any changes to your booking, such as changing the date of travel, we will do our best to help if we can, acting reasonably, but cannot guarantee to be in a position to make the changes that you wish. If we do manage to make your requested changes, we reserve the right to charge an administration fee as well as any extra costs that we may reasonably incur and as a result thereof.

6. Any individual taking part in any of our tours that behaves in a way which, in the reasonable opinion of the manager of the tour in question, willfully damages property, causes injury to another person or persons, acts in an offensive or threatening manner, uses inappropriate language or otherwise affects the enjoyment of the tour for the other tour members shall, at the sole discretion of the tour manager, immediately be removed from the tour and their contract with us shall be deemed to have been terminated with immediate effect. For the avoidance of doubt, we shall have no further obligations towards the individual that has been removed from the tour.

7. We act only as the agent for the suppliers of travel, transport, accommodation, meals or other services and have no responsibility for any delays, missed connections, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature howsoever caused in connection with any accommodation, transportation or other services or for any substitution of hotels or of common carrier equipment with or without notice or for any additional expenses occasioned thereby.

8. Dates, programme details and tour costs, although given in good faith, are based on tariffs, exchange rates and other information current at the time of printing and are subject to change at or before the time of departure. No revisions of the printed itinerary or its included features are anticipated, but we reserve the right to make any changes, including cancellation of the tour, with or without notice, as we deem to be appropriate, acting reasonably, with any additional expenses resulting therefrom being payable by the individual taking part in the relevant tour. We reserve the right to change published accommodation, with or without notice, as we deem to be appropriate, acting reasonably, to other accommodation of an equivalent standard.

9. The baggage and personal effects of the individuals taking part in any of our tours are the sole responsibility of the respective individuals taking part in the relevant tours. For travel on our tours, baggage is limited to one bag or case per person plus one piece of hand luggage. We shall use our best endeavours to let you know the maximum size and weight of baggage and hand luggage before the commencement of your tour. We reserve the right, acting reasonably, to limit the amount of baggage and luggage permitted on each tour.

10. All individuals taking part in our tours agree to be present at the time and location set by us at the starting point for the relevant tour and throughout the duration thereof. Said individuals also agree to abide by all schedules that we set. Failure to be present when required at any point during the tour, for whatever reason, may result in the tour departing without said individual or individuals and we will not be liable for any expenses incurred in this respect. In these circumstances, such individual or individuals will be required to make their own travel and accommodation arrangements, at their own expense, until such point as they are able to rejoin the tour on its scheduled route.

11. Passports and visas are the sole responsibility of each individual taking part in any of our tours and we will have no liability whatsoever should said individuals be refused entry into the country being visited, be required to undergo quarantine, or be required to pay fees, taxes or customs dues.

12. We will not be held liable for any interruption to or cancellation of any of our tours, or for any inconvenience or delay caused by any reason outwith our control, including, without prejudice to the foregoing generality, global pandemics, localised virus outbreaks, inclement weather, strikes or industrial action, acts of war or terrorism.

13. If any individuals taking part in any of our tours have any allergies whatsoever, including, without prejudice to the foregoing generality, food allergies, drink allergies, pet allergies or feather allergies, or special dietary requirements, it is their responsibility to advise any and all parties providing any goods or services to them at any point during the entire duration of the tour on which they are taking part of this. For the avoidance of doubt and without prejudice to the foregoing generality, the aforesaid reference to “parties providing any goods and services” shall include all restaurants, cafes and establishments for the consumption of food or drink, as well as all hotels, bed and breakfasts or other accommodation of any type. We take no responsibility for any failure to advise in this respect.

14. If, in the reasonable judgement of the tour manager of the relevant tour, any individual taking part in any of our tours shall be deemed to be unwell, potentially contagious or otherwise unfit to take part in the tour, they may be required to leave the tour for such period of time as deemed appropriate. In this event, any accommodation or travel costs incurred by them are their own responsibility. For the avoidance of doubt, we shall not be responsible for any accommodation or travel costs outwith those arranged in advance in accordance with the tour itinerary of the individual in question.

15. We reserve the right to alter payment or refund amounts to take account of any changes in the applicable exchange rate.

16. Single supplements are part of the tour payment and will be included when calculating cancellation fees in accordance with the terms of Clause 4 hereof. In the event that any individual taking part in any of our tours share a room on the tour and their roommate cancels, the individual in question will be liable for a single supplement. The amount of said supplement will be notified to the said individual as appropriate.

17. Bookings are for individuals named as taking part in our tours only and no substitutions can be made other than where specified in the tour brochure and agreed with us in advance of the departure date. Discounts for early payment will not apply to substitutions if those discount deadlines have passed. For the avoidance of doubt, the death of a tour member in advance of a tour will be treated as a cancellation and no substitutions will be permitted in this instance.

18. We reserve the right, at our sole discretion, but acting reasonably, to change, modify or otherwise alter these terms and conditions as may be required from time to time.

19. Any complaint or claim against Scotus Tours must be submitted to us in writing as soon as reasonably practicable and within a reasonable timescale after the end of the tour to which it relates.

20. These terms and conditions are governed by the law of Scotland and subject to the exclusive jurisdiction of the Courts of Scotland.

*“Scotus Tours” is a trading name of “Scotus Tours Ltd”, having their registered office at 6 Atholl Crescent, Perth, PH1 5JN, Scotland, UK – company number SC384617.