

R. Robertson & Son Ltd

TERMS & CONDITIONS OF TOUR OPERATIONS

1 Parties

1.1 Your contract is with R> Robertson & Son Ltd, whose registration number is SC492471 and registered office is at The Garages, Westsandwick, Yell, Shetland, ZE2 9BD. R. Robertson & Son Ltd are hereinafter referred to as 'the Company' or 'we' in respect of these Terms and Conditions, which apply to all of the tours in our brochure and on our website.

1.2 The Client or 'you' – The person whose details appear and who submits this booking form. You confirm that you have authority to sign on behalf of all other people within your group, for whom you will be responsible for in accordance with these Terms and Conditions.

2 The Contract

2.1 The Contract comprises: a) These Terms and Conditions, b) The specific itinerary for the tour on which you have booked, 3) the application booking form, all of which are hereby incorporated into and shall constitute the entire contract made between the Company and the Client. Where there is a discrepancy, these Terms and Conditions will prevail.

3 The Booking Form and Deposit

3.1 To make a booking for a tour with the Company the Client must forward their requirements and submit a deposit of 25% of the tour cost.

3.2 The Contract between the Company and the Client will come to effect and be binding on both parties with effect from the date that notification of the acceptance of the deposit has been sent by the Company to the Client.

3.3 We reserve the right for whatsoever reason to return the deposit to you and refuse acceptance of your application for booking at any time, including after the commencement of the tour, subject to as otherwise expressly provided within these Terms and Conditions.

4 Balance of Payment

4.1 The Client will pay the balance of the tour price and any visa cost (where applicable) no less than 90 days before the Departure Date. If the booking is made less than 90 days before the relevant Departure Date the Client must pay the tour price in full on booking. Where bookings exceed £6,000, we require the deposit 12 months in advance.

4.2 In the case of international payments the Client will ensure that the full GBP Sterling amount is received by the Company after all bank charges and any interest rate fluctuations have been levied.

5 Failure to pay the Balance of Payment when due

5.1 If the balance of the monies due from the Client to the Company is not paid 90 days prior to departure, we will treat the Contract as cancelled by the Client and retain the deposit.

6 Date of Departure

6.1 The Date of Departure is the date of commencement of the tour

7 Passports, Visas and Health Matters

7.1 Medical vaccinations, passports, visas etc. are entirely your responsibility and must be arranged prior to departure. We take no responsibility for cancellation of your trip in the event that you are not allowed to fly or continue your tour. If you are unable to travel due to not being able to obtain (or not having) the appropriate visa we reserve the right to retain the cost of the trip.

7.2 You must ensure you are medically fit to travel and participate in the tour. We accept no responsibility for any losses you incur or any element of the tour that you are unable to participate in, on account of your health or fitness. It is your responsibility to ensure that you research your intended destination(s) and activity/(ies) to determine whether you are able to participate and that you are at the required fitness level to undertake the tour.

8 Cancellation by The Client

8.1 The Client acknowledges that payment for the tour is a fundamental part of the tour's income and contributes to the overall cost of equipment, running costs, staffing, administration etc., and that the Company will have incurred the largest part of its costs before the actual Date of Departure. Cancellation by the Client must be in writing.

8.2 Deposits are non-refundable. If you cancel your booking, cancellation charges will be imposed as shown below

8.2.1 90 days or more prior to departure – loss of deposit

8.2.2 89-60 days before departure – 40% of tour cost

8.2.3 60-35 days before departure – 60% of tour cost

8.2.4 Less than 35 days – 100% of tour cost

8.2.5 All cancellations must be in writing and be made by the person who submitted the booking form.

8.3 After the Departure Date, no refund for any unused portion or part of the tour or services to be provided will be given. If the Client of their own volition makes any alteration to or departs from, any portion of part of the tour, such alteration or departure will be entirely at the Client's expense and liability and the Client will forthwith communicate in writing the reason for leaving to the tour guide.

9 Cancellation by The Company

9.1 The Company reserves the right to cancel the Client's tour, however, the Company will normally not do so unless forced to do so by virtue of unforeseen circumstances such as flight cancellations, civil or political unrest or 'force majeure' or on group tours where minimum numbers have not been reached, or other matters it could not foresee or prevent.

9.2 In the event of cancellation caused by unforeseen or uncontrollable circumstances such as flight cancellations, civil or political unrest, 'force majeure', or human or manmade disaster, the Company will endeavour to reimburse any monies that it can retrieve from its suppliers.

9.3 In the event of cancellation caused by a group not reaching minimum numbers (an amount which will be determined by The Company), then the Company shall notify the Client not less than 45 days prior to departure that the minimum numbers have not enrolled and the tour is cancelled, in which case we will offer you an alternative tour of an equivalent or lesser price. If this is not acceptable, the payments made to the Company in respect of the tour shall be reimbursed. The Client may upgrade to a more expensive tour if available, subject to the Client paying the difference in price.

9.4 In the event of any cancellation, the Company will not accept liability for any consequential expenses that the Client may incur as a result of cancellation or for any other loss or damage howsoever caused arising out of cancellation. In all cases it is up to the Client to have suitable insurance to cover any additional losses not covered by the Company's policy of reimbursement due to cancellation and to have booked flights that are sufficiently flexible to accommodate change/cancellation.

10 Foreign and Commonwealth Office Advice

10.1 The Client acknowledges that they are responsible to make themselves aware through Foreign Office advice, State Department warnings and any other sources available to them in regard to the safety of the countries and areas in which they will be travelling and to make their decisions accordingly.

10.2 Whilst we will do our best to inform clients of relevant changes to the FCO Travel Advice (www.fco.gov.uk), it is up to the Client, and not the Company, to know what the FCO travel advice to a certain country, or region of a country, is and to be adequately insured to travel there. The Company accepts no liability if the Client a) chooses to cancel a booking because of FCO advice or b) is not adequately insured to travel.

11 Surcharges

11.1 The price of your holiday is subject to surcharges on the following items: Government action, currency, fuel for road vehicles and increase in scheduled airfares and hotel charges. Even in these cases, we will absorb an amount equivalent to 2% of the holiday price, excluding insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% on the holiday price you will be entitled to cancel your tour within 14 days of the invoice issue date, with a full refund with the exception of any insurance premium paid and your deposit.

11.2 Prices quoted by the Company are subject to change if booking less than 8 weeks prior to departure.

12 Transfer of booking by the Client

12.1 If prior to 90 days before departure, the Client wishes to transfer from the tour they have booked to another available one, a transfer fee of £50 is payable and any additional costs incurred by the Company in respect of that change. The Company will consider discretionary waiving of the transfer fee if the transfer is to a tour departing no later than the original tour booked.

12.2 Any transfer made by the Client later than 90 days prior to departure will be subject to the Company's discretion and subject to a £50 administration fee and any additional costs incurred by the Company in respect of that change. If for any reason the Company deems that transfer unfeasible, then conditions relating to cancellation by the Client apply. (See Clause 8)

12.3 Where the Client is prevented from proceeding with the tour, the Client may transfer the booking to a person who satisfies all the conditions applicable to the tour, having first given the Company notice as soon as possible of their intention. The Transferee will sign a new Booking form and pay the transfer fee as defined in this Clause. The Transferee signing the booking form also agrees to be bound by these Terms and Conditions.

12.4 The Client and the Transferee shall then be jointly and severally liable to the Company for payment of the balance due under Clause 4 above and for any additional costs arising from such transfer.

13 Changes by the Company

13.1 It is unlikely that the Company will have to make any changes to our published itineraries, but the arrangements are planned many months in advance. Occasionally changes may occur without prior notice for reasons over which we have no control. The Company reserves the right to make changes without prior notice at any time, both before and during the tour. It is agreed that a published itinerary constitutes only an indication of what the tour is planned to accomplish and is not to constitute a contractual obligation on the part of the Company. In the cases of exceptionally dynamic destinations, the Company will sell a Plan B itinerary which will be purchased as part of the guided tour package. The Company is not obliged to refund any monies should the change of itinerary to the Plan B alternative or a variation there of be made at any time leading up to or during the expedition.

13.2 The Client agrees that the nature of the tours offered by the Company require a degree of flexibility and that the contents and timings of the tour (including the arrival time at the tour's destination, changes in route or method of transport) may be materially and consequentially effected as a result of 'force majeure', weather, local political conditions, man-made or natural disasters (including landslides, quakes and severe flooding), strikes, entry or border difficulties, mechanical breakdowns, flight cancellations, sickness or other unforeseen circumstances. You agree to accept this flexibility and to accept that we cannot be held responsible for delays and alterations in the schedule, or for expenses incurred as result of any delay or alterations arising from any such circumstances over which we have no control.

13.3 When a major change becomes necessary before the tour departure notification of such alterations will be sent to the client's last known address (email or postal) as soon as the Company becomes aware. The Company will in its sole and absolute discretion (acting reasonably) decide what constitutes a major change of itinerary, and the Client agrees to accept the same.

13.4 If a major change to an itinerary is necessary prior to commencement of the tour – including a date change – the Client will have the choice of either accepting the change of arrangements, taking another available tour from the Company, or cancelling the tour and receiving a full refund provided that the major change is not due to flight cancellations, civil or political unrest or 'force majeure' or any other reason beyond the control of Company, and provided they do so within 21 days of notification.

13.5 The Company reserves the right to alter itineraries after departure, without refund if it is believed by the Company to be in the interest of the Client to do so. If an itinerary has to be changed during a tour, the Company will decide the new itinerary. The Company should in its sole and absolute discretion decide what constitutes a major change of itinerary (and the Client agrees to accept the same). Should a Client choose not to participate in the revised itinerary and cancel the tour, reasonable help will be given to facilitate their return to the place of origin of travel, but no refund or compensation will be payable in respect of any unused hotel accommodation or any other services on a tour.

14 Company and Client Responsibility

14.1 The Client's booking is accepted on the understanding that they realise the potential risks and hazards that can be involved in tours of the kind provided including injury, loss or damage to property, discomfort and inconvenience. The Client also accepts that they may travel to remote areas where possible problems may include forces of nature, terrorism, civil unrest, war and accidents. The Client also accepts any risks associated with altitude, illness, disease and physical exertion knowing that access to evacuation and/or suitable medical supplies and support may not always be available and is likely to take a considerable amount of time and use wilderness extraction techniques.

14.2 Mode of Transport: For each tour the Company will use locally arranged transport including jeeps, coaches, trains, buses, river craft or helicopters as shown in the specific tour itinerary.

14.3 The Client agrees that the obligation of the Company to the Client is to use reasonable skill and care to select competent, independent sub-contractors to provide reasonable transport given local conditions and any other services related to the Tour and to exercise reasonable care in selecting such suppliers.

14.4 The Client's booking is accepted on the understanding that safety standards in the developing world and other countries are not the same as in the UK and facilities such as vehicle safety belts are often not available.

14.5 Accommodation: We take reasonable care to provide interesting and safe accommodation; however the Client's booking is accepted on the Client's acceptance that safety standards in the developing world and other countries are not the same as in the UK and facilities such as fire escapes are often not available, as they are not required by the local standard.

14.6 The Company does not accept liability for compensation should there be no fault on the part of the Company or its suppliers and the reason for the improper performance of the tour arrangements was either the Client's fault, the actions of someone unconnected with the tour arrangements or could not have been foreseen or avoided by the Company or its suppliers even if all due care had been exercised. Where the Client does suffer personal injury or death as a result of an activity forming part of the tour arrangements booked with the Company, the same conditions shall apply.

15 Limitation of Liability

15.1 Our responsibility does not start until you meet the group at the designated start point overseas; usually the airport in the city at the start of the trip. We are not responsible for any additional expenses incurred by you in getting to the meeting point.

16 Travel Insurance

16.1 The Client will effect and maintain sufficient and appropriate cancellation, curtailment, medical expenses and third party liability insurance in respect of the Client and dependent relatives, and insurance to cover loss of, damage to or theft of the Client's baggage, no later than the date on which the balance payment is due. The tour is a journey of a hazardous nature and the Client must be satisfied that such insurance fully covers all personal requirements including medical expenses, repatriation, helicopter rescue and air ambulance in the event of accident or illness.

16.2 The insurance policy and the receipt of premiums paid there under will be produced to the Company prior to departure and to the tour guide on day one of the tour. If you join the tour without adequate insurance you may not be allowed to continue, with no right to refund. If circumstances give rise to a claim the Client will forthwith pursue his remedies under such policy/(ies).

16.3 The Client will also produce to the Company prior to departure the details of the name, address and telephone numbers of their next of kin or persons to be notified in the event of an emergency.

16.4 The insurance cover should extend for the planned duration of the tour and at least an additional day.

17 Acceptance of Risk

17.1 The Client acknowledges that there is a significant element of personal risk in participating in the tour. The Client accepts and consents to the personal risks inherent in the implementation of this Contract and accepts the limitations of the Company's liability set out herein as being reasonable. The Company reserves the right at any time to require the Client to produce a doctor's certificate certifying that the Client is fit to participate in the tour.

18 Release and waiver of Liability, Assumption of risk and Indemnity Agreement.

18.1 In consideration of participating in the Tour/Activity, the Client represents that they understand the nature of this Tour/Activity and that they are in good health and in proper physical condition to participate in such a Tour/Activity. The Client acknowledge that if I believe event conditions are unsafe, they will immediately discontinue participation in the Tour/Activity.

18.2 The Client fully understands that this Tour/Activity involves risk of serious injury, which may be caused by their own actions or inactions, those of others participating, the conditions in which the event takes place, or the negligence of the “Release’s” named below; and that there may be other risks either not known or not readily foreseeable at this time and they fully accept and assume all such risks and all responsibility for losses, costs and damages they incur as a result of their participation in the Tour/Activity.

18.3 The Client hereby release, discharge and covenant not to sue Secret Compass Ltd, its respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, (each considered one of the “RELEASEES’ herein) from all liability, claims, demands, losses or damages on their account caused or alleged to be caused in whole or in part by the negligence of the “release’s” or otherwise, including negligent rescue operations and they further agree that if, despite this release, waiver of liability and assumption of risk they, or anyone on their behalf, makes a claim against any of the Release’s they will indemnify, save and hold harmless each of the Release’s from any loss, liability, damage or cost, if any, which may incur as the result of such claim.

18.4 The Client has read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and understands that they have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

19 Company Tour Leader

19.1 The Company will appoint the Tour Leader(s) who will represent the Company if applicable and where they client has no tour leader. The identity of the Tour Leader(s) shall be communicated to the Client orally forthwith upon the first meeting of the commencement of the Tour, and that by continuing on the Tour, the Company and the Tour Leader(s) shall be free to assume that the Client is fully aware of the Tour Leader(s) identity and shall accept all instructions given and requests made by the same which in the Tour Leader(s)’ sole and absolute discretion are necessary or appropriate in pursuance of the Tour. The Client agrees to accept the decisions of the Tour Leader who shall have absolute discretion and authority to secure implementation of the Company’s obligations under the Contract.

19.2 If your physical condition or behaviour is such as to affect the well-being of yourself or other members of the group, and/or if you are being obstinate or in any way, in a Tour Leader’s sole and absolute opinion, affecting or potentially affecting another Client’s enjoyment of the tour, you may be asked to leave the tour without any right to refund.

20 Compliance with Legislation

20.1 The Client will comply at their expense and their liability with all legislation, visa requirements and immigration, customs and foreign exchange regulations of the countries visited. Should there be any failure to comply or any contravention by the Client of such laws, requirements or regulations, subject to the provisions of these Terms and Conditions, the Company shall have the right to require the Client to leave the tour without recourse to refund or other compensation.

21 Complaints

21.1 We will always endeavour to resolve a complaint as it arises. In order to do this, we need to be made aware of the complaint. The Client agrees to the following procedure:

21.2 The Client will ensure at the earliest opportunity any perceived failure in the performance, or improper performance in the Contract, whether by the Company or its suppliers, is communicated to the Company's Tour Guide. The Company and the Client will then make prompt efforts to resolve the complaint.

21.3 The Client agrees to give written details of any unresolved serious complaint to the Tour guide.

21.4 In the event that the complaint remains unresolved then the client agrees to set out their complaint in writing to the Company within 7 days of completion of the tour.

21.5 The Client agrees that these provisions are reasonable and that any failure by the Client to comply with them will, at the Companies discretion, exclude any rights arising out of the Contract.

22 General Conditions

22.1 No person, save with the express permission in writing of a Director of Secret Compass Ltd, has the authority or is empowered to waive or vary any of the Contract.

22.2 The Client acknowledges that prior to Contract they have been given general information on passport and visa requirements for the tour and of the health formalities required and knows of no reason that would cause the client to be unable to comply with these requirements.

22.3 The invalidity, illegality or unenforceability of any clause within these terms and conditions shall not affect the continuation in force of the remainder of these terms.

22.4 The Contract shall be construed in accordance with Scottish law and the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts to settle any disputes, which may arise out of or in connection with the Contract.

