



## Terms and conditions

**1. Tour alterations.** ScotNature reserves the right to make alterations to the tour itinerary or change any other particulars contained in the itineraries at any time, due to unforeseen circumstances (e.g. political situation, severe weather conditions) or any reason beyond the ScotNature's control. If such circumstances arise or ScotNature decides that in the group and tour best interest is to change the trip itinerary, the effort will be made to provide an adequate alternative, but will accept no liability. If a significant change is necessary prior to the start of the tour, you will be informed about the alteration. If the change is not to your satisfaction, you can cancel the tour with a full refund. However, if a change of itinerary is imposed upon ScotNature for any reason while the tour is in progress and results in additional costs, those costs will be passed on you.

If you require additional activity/service to be added to the itinerary you will have to do this at your own risk and at extra cost.

**2. Tour cancellation by ScotNature.** ScotNature reserves the right to cancel any tour or tour extension for which there are insufficient reservations. Any payment made, including the deposit, will be refunded to you.

If a tour cannot commence due to circumstances beyond our control or any situation considered threatening to the safety of the participants, we reserve the right to cancel the tour. All payments made by you will be refunded to you but we will charge the expenses incurred by us (e.g. non-refundable pre-payments made to book accommodation). In these instances, we will provide a document to allow you to claim on your travel cancellation insurance.

**3. Tour cancellation by you.** If you need to cancel your booking, you must inform us immediately via email, phone call or a letter. Based on the date we receive your cancellation notice, cancellation fees will apply per person:

- for cancellation more than 92 days before departure, only a non-refundable deposit is charged.
- for cancellation 92-31 days before the departure, neither the deposit nor most of the balance of the tour costs can be refunded. ScotNature cannot refund inseparable costs such as those for ground transportation, guide's expenses or other fixed-cost services. The separable costs, such as your meals, and in some cases accommodation (if can be cancelled without a penalty costs imposed on ScotNature) will be refunded to you.

- for cancellation 30 days or less before departure date, 100% of the total tour price will be charged.

However, if the replacement is found, either by you or by us, the full refund, including deposit, will be refunded to you. To protect yourself against cancellation, you should acquire trip cancellation insurance that covers such eventuality as early as possible.

**4. Cost increase.** ScotNature holidays are planned well in advance and the prices featured in the brochure are based on the costs and exchange rate at that particular time. Although, we anticipate the rising cost of transportation, accommodation, etc., we reserve the right to increase the price of the tour, if unexpected currency fluctuations or unforeseen circumstances beyond ScotNature control occur. We will cover the costs of up to 2% of the brochure price, but will pass on all of any greater fluctuations to you. You will have the right, though, to withdraw from the tour with a full refund.

**5. Responsibility/Liability.** Many people and companies over whom ScotNature has no direct control are involved in the planning and provision of the tours. ScotNature is taking all reasonable steps to ensure that the suppliers of all services provided are of an acceptable standard and accepts responsibility for the standard of services provided to you. However, no liability can be accepted for negligent acts or omissions of providers of hotel accommodation, whose responsibilities are governed by international conventions.

While every precaution and care is taken by ScotNature to ensure the safety of all participants in the tour, the tours sometimes take place in remote locations where medical care may be minimal or nonexistent and where the terrain may be rugged and difficult. We expect you to take care for your own safety because ScotNature cannot guarantee anyone's personal safety. On some of the tours, close contact with wild animals is inevitable. Attacks by wild animals are rare, but they do occur. ScotNature does not accept liability for death, bodily injury or illness unless this arises from the negligent act of ScotNature leader during the tour.

ScotNature also cannot accept any liability for injury, illness or death resulting from act of God, terrorist activities, riots, natural disasters, fire or adverse weather conditions or for any unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which, even with all due care, we could not foresee or forestall.

For these reasons, ScotNature is only willing to provide you with the tour opportunity you have requested if you accept your personal responsibilities and release us from liability for your safety within the limits of the law. On

advancement of a deposit to ScotNature, the participant agrees to be bound by the above terms and conditions.

**6. Insurance.** For all of our tours we require that you take out comprehensive personal travel insurance to cover against cancellation/interruption, accident, medical expense and loss of effects. This should take into account all the activities to be undertaken on the trip and, above all, should cover medical rescue, evacuation and repatriation, should illness, injury or death requires such a course of action. The cancellation, curtailment and medical insurance is compulsory on all tours organized by us and we will require details of your travel insurance beforehand. ScotNature does not check your insurance policies and it is your own responsibility to be fully and adequately covered for the tour you are undertaking.

**7. Medical care.** All applicants with medical problems that could interfere or limit participation in the tour activities are required to provide us with full details at the time of booking a tour. We reserve the right to cancel/decline a booking if it is felt that the participant's needs cannot be accommodated on the trip. We further reserve the right to disqualify anyone at any time from the activities, if it is felt that the participant is not capable to safely participate in the activity.

ScotNature takes no liability regarding provision of medical care. If a participant is injured or becomes ill, ScotNature may, at participant's cost, arrange medical evacuation or other emergency services.

**8. Your Responsibility.** All the participants' are expected to strictly comply with the laws, foreign exchange regulations and customs of the country visited, at all times. ScotNature accepts no responsibility for a participant who breaks the laws or regulations of any country visited or whose behaviour impedes the smooth running of the tour, the welfare and enjoyment of other trip participants. Such a person may be asked to leave the tour and ScotNature shall not be liable for any additional expenses incurred by a person excluded from further participation on a tour. Such a person will be responsible to make own way home at his/her expense.

At all times, the decision of the tour leader is final on all matters likely to endanger the safety and well being of the group.

On all tours participants are asked to rotate seats in the vehicles each day, between more and less popular seats taking turns to sit in the more popular seats and the less popular ones.

**9. Contract between you and ScotNature.** Once we receive your booking form and deposit the contract between you and ScotNature come into existence. The person who signs the booking form does so on behalf of all the individuals listed on the booking form and all are bound by the booking conditions.

**9. Accommodation.** Our preferred choice of accommodation is family run guest houses and lodges, where owners pay detailed attention to the quality and service. All our accommodation is of good quality and all rooms are with private toilets/showers. However, we deserve the right to change accommodation from that specified in the brochure if such necessity arises. The attempt will be made to change for an equivalent or higher standard accommodation, but if necessary, the accommodation of a lower standard will be accepted. The tour prices in the brochure are the cost per person based on two people sharing a room. However, if we cannot find anybody to share with you, you will be required to pay the single room supplement. Likewise, if a single room is unavailable, the participant who requested a single accommodation will have to share a room. A refund of the single room supplement, in proportion to the number of shared nights, will be made.

**10. Personal property.** All baggage and personal belongings are at all times at the participant's risk. ScotNature cannot accept liability for any damage or loss incurred to any personal belongings/property, whether through theft or extreme environmental conditions.

## Additional information

**1. Group size.** To provide you with the best wildlife experience, ScotNature maintains as small group as possible and practical. This depends greatly upon the location, country visited, the type of accommodation and transport. Typically, the average group size is 6, with 7 being most common and 12 being the maximum. For groups of 4, less than 4 and individual travellers, a separate quotation is provided.

**2. Guides.** ScotNature employs a small team of guides on all overseas tours to provide you with the best wildlife experience. They are selected carefully in regard to their knowledge as well as inter-personal skills.

**3. Tour price.** The price of the trip includes all transfers, accommodation, meals, the service of a leader, entrance fees to parks and reserves mentioned in the itinerary. Not included are flights between your home and the tour's starting and ending destinations. Travel expenses such as passports, visas, immunizations, insurance, medical costs, evacuation, optional excursions, beverages, laundry, telephone calls and expenses of a purely personal nature are also not included. The leader will take care of routine tips for waiting staff and most of the temporal/part time guides.

However, tips for any personal service such as a drink in the bar and porters/room service, any activities outside the main itinerary, gratitude for minibus driver and local full-time guides are not included. The collection for the latter two (only if fully deserved!) usually takes place at the end of the tour. If necessary, we will be able to advise on a suitable amount for this.

**4. Travel arrangements.** It is responsibility of all the participants to arrange their own air transport from their home to the tour's starting and ending destination. For tours involving international flights departing from Britain, we will provide details of recommended flights. Although, all participants are free to arrange their own air transport, a group booking is highly recommended. ScotNature leader does not travel with a group, but meets/collects everybody at the airport of your destination. Only at this point your bonding contract between you and us comes to fruition.

We collaborate with the ATOL registered travel agent protected by the Civil Aviation Authority who does the group bookings and deals with all the participants directly. The advantage of travelling in a group is the company of other participants, particularly when long distance travels are involved, and that everybody arrives at the same time. Activities, therefore, can commence on the arrival day and are not interrupted by late arrivals. Booking with an ATOL registered travel company has a great advantage over your private booking on the internet because it gives you a complete financial protection and security. ScotNature does not take any responsibility for misgivings between travel agency and you. Details of the travel agent are provided at the time of booking.

All Scottish tours start from Inverness and transport from/to Inverness railway, coach station or the airport on the first and the last day of the tour can be arranged free of charge.

**5. Documentation.** Passport valid for six months after the date of departure is required for all overseas trips. It is your sole responsibility to ensure that your travel documents, passports and visas are valid and are in order prior to departure. The information on the visa requirements will be sent to you, but it is your responsibility to obtain it. ScotNature cannot be held liable for any visa or documentation not held by you, nor will we be held liable should you be refused entry into any country for any reason.

**6. Immunization.** Many destinations require a vaccination certificate and although ScotNature will provide up to date advice on the immunization requirements for a particular country, it is your own responsibility to make sure that your immunization is up to date. Please consult your GP to obtain advice on the instance of Malaria, the prophylaxis options in Malaria areas, the vaccinations

against tetanus, polio, hepatitis, cholera, typhoid and other diseases.

**7. Financial security.** ScotNature complies with EC Package Travel Regulations 1992, which means that you are fully protected against the loss of all monies paid for your holiday.

**8. Privacy.** We reserves the right to take pictures during the course of the tour and use them for the promotional purposes, e.g. website and brochure. By booking with ScotNature you agree to allow the use of images in this way. However, if you prefer that your images are not used, please inform ScotNature prior to the tour.

Only names and addresses of all participants are kept on the computer and other personal details provided by you on the booking form are kept as hard copies. They are strictly confidential and available only for ScotNature use. However, if you are unhappy for your data being stored in this way, please let us know.

While all efforts are made to provide you with a speedy reply, we reserve the right to reply to you at our discretion.

**9. Discount scheme.** ScotNature has introduced a discount scheme to award those who have come with us on several tours. You earn a 1% discount point for every ScotNature tour you come on. When you have accumulated five of these, you will be eligible to a 5% discount of your sixth tour. The discount applies to the basic tour cost, excluding single room supplement. A maximum discount you can take at any one time is 5%. When you used up your 5% discount, you can start accumulating the discount points again.

You can claim your discount by sending a list of the tours (and the year) you have been on next time you book the tour with us. We will apply a discount to your final instalment.

We make every effort to ensure our website entries are as accurate as possible. However, it needs to be pointed out that some of the ground arrangements for our tours are made at least 18 months prior to departure. Inevitably there are occasions when changing circumstances require us to alter published itineraries and hotel bookings. Normally we are able to advise clients of such changes before departure. Similarly, weather patterns in many parts of the world are not wholly predictable and it is virtually impossible to accurately predict the temperatures you will encounter while on tour. Thus it is necessary for there to be a degree of flexibility in our programmes that allows some freedom to do what is best in the particular circumstances. The chances of seeing certain species may also be affected by the vagaries of the weather. It is unlikely that a group will see all the species mentioned in the brochure text. We accept bookings on the understanding that these points are fully understood.