

# THE TARTAN ROAD LTD

## BOOKING TERMS AND CONDITIONS

These Booking Conditions, together with our [Privacy Policy](#), together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with The Tartan Road Limited, a company registered in Scotland with company number SC661614 and registered office address of Lora Villa, Connel, Oban, Scotland PA37 1PD (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions, references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

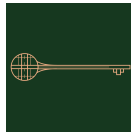
By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. he/she consents to our use of personal data in accordance with our [Privacy Policy](#) and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**PLEASE NOTE: We act in the following capacities: as a Package Organiser in the sale of a Package (for example, accommodation and car hire/ private chauffeur); as a Principal in a ‘single service’ booking (for example an accommodation only booking); and as Agent (for example where you book an excursion or other additional services after the booking has been confirmed).**

Our obligations to you will therefore differ depending upon whether you book a Package where we are acting as the Package Organiser (please see condition 15 for further details of where this will be the case), as a Principal in the sale of a single service booking or as a booking agent to help you arrange or book holiday products sold by a third party tour operator/supplier (“**Supplier/Principal**”). Our differing obligations are set out below, in the following separate sections:

- (A) Section A contains the conditions that will apply to all bookings you make with us;
- (B) Section B contains the conditions that will apply when you make a Package booking with us, where we are Package Organiser;



## The Tartan Road

(C) Section C contains the conditions that will apply where you make a single service booking with us, where we are acting as Principal (this section will apply where you have booked a catered or self-catered chalet with us); and

(D) Section D contains the conditions which apply to agency bookings.

### SECTION A – APPLICABLE TO ALL BOOKINGS

#### 1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a non-refundable deposit (or full payment by the balance due date notified to you or if you are otherwise booking within six (6) weeks of departure), and we issue you with a booking confirmation either directly from ourselves or on behalf of the Supplier/Principal, where we are acting in an agency capacity (please see Section D for further details).

A binding contract between you and the Supplier/Principal (where we are acting as an agent) or between you and us comes into existence when we despatch the booking confirmation to the first named person on the booking.

Upon receipt, if you believe that any details on your booking confirmation or any other document are wrong, you must advise us immediately as changes cannot be made later, and it may harm your rights if we are not notified of any inaccuracies in any document within ten (10) days of our sending it out.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but is subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

#### 2. Accuracy

We endeavour to ensure that all the information and prices on our website and in any advertising material we publish, are accurate. However, occasionally, changes and errors occur, and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the travel arrangements that you wish to book before booking.

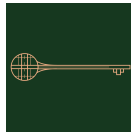
#### 3. Prices

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. **Special note: changes and errors sometimes occur. You must check the price of your chosen travel arrangements at the time of booking.**

Where you have booked a Package, additional terms and conditions apply. Please see condition 15 for further information.

#### 4. Insurance

Adequate travel insurance is a condition of your contract with us or the Supplier/Principal (where we act as an agent). You must be satisfied that your insurance fully covers all your personal



## The Tartan Road

requirements, including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness (including, without limitation, Covid-19). If you choose to travel without adequate insurance cover, neither we nor the Supplier/Principal (where we are acting as an agent) will not be liable for any losses, howsoever arising, in respect of which insurance cover would otherwise have been available.

### **5. Events Beyond Our Control**

Except where otherwise expressly stated in these Booking Conditions we (or the Supplier/Principal, where we are acting as an agent) will not be liable or pay you compensation if our contractual obligations to you are affected by *Events Beyond Our Control*. For the purpose of these Booking Conditions, this means any event beyond our, the Supplier/Principal (where we are acting as an agent) or our/their supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including the on-going effects of Covid-19) or natural disasters such as floods, earthquakes, weather or other conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act or advice of any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events our or the supplier(s) concerned's control.

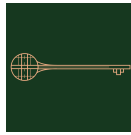
### **6. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility or accessibility at a hotel or other accommodation etc. You should then confirm your requests in writing. Whilst every effort will be made by us (or the Supplier/Principal, where we are acting as an agent) to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier and/or Supplier/Principal (where we are acting as an agent) is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

### **7. Accommodation**

Please check your final itinerary documents which will confirm the time(s) on the agreed arrival and departure dates from/until which your accommodation or other travel services will be available. We (or the Supplier/Principal where we are acting as an agent) may, at our/their discretion, allow earlier access or late departure upon request but we cannot guarantee this.

All properties are sold for up to a maximum number of people that is listed in the details of each property. Exceeding the maximum number is not permitted and any additional guests will be required to leave with immediate effect and we (or the Supplier/Principal where we are acting agent) have the right to terminate your booking immediately. In the event of such termination our liability (or the Supplier/Principal's where we act as agent) to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. Neither we nor the Supplier/Principal (where we are acting as an agent) will have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination.



## The Tartan Road

Please note: your final itinerary and/or other bookings documents will also confirm whether pets are permitted. Generally, smoking is strictly prohibited in all areas of the accommodation you book with us.

### 8. Security Deposits

Some of the accommodation that we offer requires a refundable Security Deposit that is payable by you as a deposit towards any damage that may be caused to the accommodation (or its facilities) due to the conduct of you, any member or your party or any other person authorised to enter the property by you / a member of your party.

You acknowledge and agree that you will usually be required to provide the Security Deposit by way of providing credit card details as part of the check-in process in accordance with the terms and conditions and/or policy of the supplier or Supplier/Principal (where we are acting as an agent).

**Please note: The Security Deposit does not limit your financial liability against loss of rental income suffered by us or the accommodation owner. Your liability for losses applies even if the value of the loss exceeds the Security Deposit (in which case you will be required to pay the full amount in excess of the Security Deposit).**

### 9. Disabilities and Medical Problems

We are not a specialist disabled holiday company but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us (or the Supplier/Principal where we are acting as agent) with full details before your booking is confirmed so that we can try to advise you as to the suitability of your chosen travel arrangements. We or the Supplier/Principal (where we are acting as an agent) may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour.

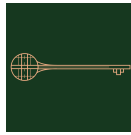
Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

### 10. Entry, Visa, Passport, Driving Licences and Health Requirements

Compliance with Scotland's entry requirements is your responsibility. Similarly, it is your responsibility to check and fulfil the passport, driving licence, visa, health and immigration requirements applicable to your booking. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, driving licences, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, driving licence, visa, immigration requirements or health formalities.

You acknowledge that the suppliers providing your tour, including hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This may include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number



## The Tartan Road

restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the tour and all measures will be taken with the purpose of securing your safety and those around you.

### **11. Your Behaviour**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion, the opinion of the Supplier/Principal (where we are acting as an agent) or in the opinion of any accommodation owners, managers, chauffeurs, guides or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we / the Supplier/Principal (where we are acting as an agent) reserve the right to terminate your booking immediately. Excessive noise in the property will be considered as anti-social behaviour and we or the Supplier/Principal (where we are acting as an agent) reserve the right to terminate your booking immediately.

In the event of such termination our liability (or the Supplier/Principal's where we act as agent) to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. Neither we nor the Supplier/Principal (where we are acting as an agent) will have any further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the property owner or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. Neither we nor the Supplier/Principal (where we are acting as an agent) can be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

### **12. Law and Jurisdiction**

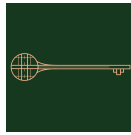
These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

### **13. Conditions of Suppliers**

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

### **14. Excursions**

Unless we confirm otherwise in writing, excursions or other trips or activities that you may choose to book or pay for whilst you are on your holiday are not part of your contracted arrangements with us. For any such excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with us. Although we may recommend



## The Tartan Road

certain suppliers to you, unless we confirm otherwise in writing, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

### SECTION B: PACKAGE BOOKINGS

**This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see condition 15 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.**

#### 15. Definition of a Package

Where your booking is for a Package holiday that we have organised, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 as amended (“**PTRs**”), as outlined in this Section B of our Booking Terms and Conditions.

A “Package” exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same trip or holiday:

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services,

*provided that* those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

**IMPORTANT NOTE:** where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Package where the tourist services:

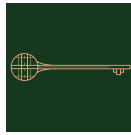
- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Service” bookings and will not be afforded the benefit of the rights under the PTRs. Please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

We occasionally sell Packages that are not organised by ourselves but by a third party Supplier/Principal, which we sell as an agent on the Supplier/Principal's behalf. We will advise you where this is the case prior to you placing your booking. For such sales, this Section B will not apply, please refer to Section D instead.

#### 16. Pricing of Packages

**We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:**



## The Tartan Road

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes.
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to cost changes which are part of our contracts with transport providers.

You will be charged for the amount of any increase in accordance with this condition. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within seven (7) days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £25.00. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

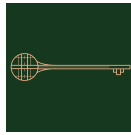
There will be no change made to the price of your confirmed Package holiday within 20 days of your departure nor will refunds be paid during this period.

### **17. Cutting your Package Holiday short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **18. If You Change Your Booking & Transfers of Bookings**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £25.00 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with condition 19.



## The Tartan Road

### Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £25.00 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition 19 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed.**

### **19. If You Cancel Your Booking Before Departure**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

<b>Period before departure/ start date in which you notify us</b>	<b>Cancellation Charge</b>
More than 6 weeks	Loss of Deposit
Between 6 and 4 weeks	50% of the holiday cost
Less than 4 weeks	100% of the holiday cost

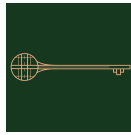
Please note that amendment charges are not refundable in any circumstances.

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.





## The Tartan Road

### **Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we will provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. For the purposes of this condition, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This condition 19 outlines the rights you have if you wish to cancel your Package booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

### **20. If We Change or Cancel your Package Holiday**

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include: alteration of your outward/return flights by less than 12 hours, changes to aircraft type, a change of accommodation to another of the same or higher standard; a change of car hire or car supplier; or changing the date or time of any activity (where we sell the activity as part of your Package).

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A significant change to your itinerary, missing out one or more destination entirely.

Cancellation: We will not cancel your Package holiday less than 70 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance.

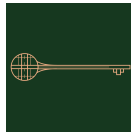
If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within seven (7) days of our offer. If we do not hear from you within seven (7) days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

### Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:



## The Tartan Road

- (a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking; or
- (b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Period before departure/ start date in which we notify you</b>	<b>Amount you will receive from us*</b>
More than 6 weeks	£0
Between 6 and 2 weeks	£25.00
Less than 2 weeks	£50.00

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

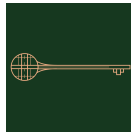
- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 70 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see condition 5).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 21. Complaints

We make every effort to ensure that your holiday arrangements run smoothly so it is important to us that we are given the opportunity to resolve any issues that you may encounter during your holiday, this means addressing any issues immediately and carefully so they do not affect the rest of your tour. If you do have a problem during your holiday, please inform the relevant supplier (e.g. hotel manager or car hire company) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us using the emergency contact numbers provided within your travel documents so that the problem can be resolved as quickly.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at: [info@tartanroad.co.uk](mailto:info@tartanroad.co.uk) ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.



## The Tartan Road

### 22. Arbitration

This section applies to UK bookings only. If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service.

An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. A fee is payable by each party when an application for arbitration is submitted.

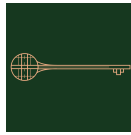
Details of this scheme are available from The Travel Industry Arbitration Service, administered by:

Dispute Settlement Services Limited  
9 Savill Road  
Lindfield  
West Sussex  
RH16 2NY  
E-mail: [admin@disputesettlementservices.co.uk](mailto:admin@disputesettlementservices.co.uk)

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking form, or not solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, or solely or mainly in respect of a discrimination claim or any claim under the Equality Act.

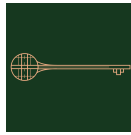
### 23. Our Responsibilities to You in respect of Package Holidays

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018 as amended, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
  - (c) Events Beyond Our Control (as defined in condition 5).



## The Tartan Road

- (3) We limit the amount of compensation we may have to pay you if we are found liable under this condition:**
- (a) Loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (c) Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three (3) times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - (d) Claims in respect of any stay in a hotel:**
    - i) The extent of our liability will in all cases be limited as if we were suppliers under The Paris Convention. You can ask for a copy of this Convention from our offices. Please contact us. In addition, you agree that, where your Package includes transport, that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' will be deemed to be included by reference into this contract.
    - ii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or accommodation provider or other supplier for the complaint or claim in question.
- (4) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
  - (b) relate to any business; or
  - (c) indirect or consequential loss of any kind.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any excursion



## The Tartan Road

you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

- (8) Where your Package includes return transport to/ from your holiday accommodation, where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we will provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the three (3) night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this condition, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

### **24. Insolvency Protection for Package Holidays**

The Package Travel and Linked Travel Arrangements Regulations 2018 as amended require us to provide security for the monies that you pay for your Package, where we are acting as the Package Organiser, in the event of our insolvency.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for The Tartan Road Ltd, member number 5450, ATOL number 12460, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages;
2. flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK; and
3. flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under the ABTOT ATOL Franchise.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with The Tartan Road.

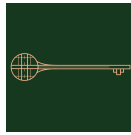
In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on **01702 811 397** and advise you are a customer of an ABTOT protected travel company.

You can access the Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

The price of our ATOL-protected flight inclusive Packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL



## The Tartan Road

holder or supplier may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder or supplier will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under the ABTOT Franchise scheme.

If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under the ABTOT Franchise scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ABTOT Franchise scheme.

For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) or the ABTOT website at [www.ABTOT.com](http://www.ABTOT.com)

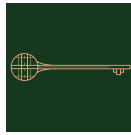
### **25. Prompt Assistance for Packages**

If you have booked a Package and whilst you are on holiday, you find yourself in difficulty for any reason we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative travel arrangements. Where you require assistance that is not owing to any failure by us, our employees or subcontractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

### **26. Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled, or you are subject to a delay of over three hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK and EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers), or write to them at 5th Floor, 11 Westferry Circus, London E14 4HE. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.



## The Tartan Road

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be e-mailed to you no later than two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Our website and other advertising material is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

### **SECTION C: SINGLE SERVICE, PRINCIPAL BOOKINGS**

**This section applies to all Single Service bookings that you make with us (e.g. an accommodation or car hire only booking) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.**

#### **27. If You Change or Cancel your Single Service Booking**

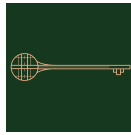
##### **Changes:**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £25.00 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

**Note:** Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

##### **Cancellations:**

If you, or any member of your party, decides to cancel your booking after it has been confirmed, the first named person on the booking must email us at [info@tartanroad.co.uk](mailto:info@tartanroad.co.uk). Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase.



## The Tartan Road

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

<b>Period before departure/ start date within which written notification is received at our offices</b>	<b>Cancellation Charge</b>
More than 6 weeks	Loss of deposit
Between 6 and 4 weeks	50% of the holiday cost
Less than 4 weeks	100% of the holiday cost

**Please note:** If you cancel your booking less than six (6) weeks before departure and we are able to re-book it, the cancellation charge above will not apply and you will be refunded the equivalent of the replacement accommodation charge and we will notify you of this charge when booking.

**Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.**

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

### **28. If We Change or Cancel your Single Service Booking**

We may in certain circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation. Very rarely, we may be forced by *Events Beyond Our Control* (see condition 5) to change or cancel your travel service(s) after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

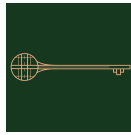
### **29. Complaints**

Please refer to condition 21 for details of the procedure to follow, in the event that you have any problems during the performance of your booking.

### **30. Our Responsibilities for your Single Service Booking**

- (1)** Subject to the remainder of this condition, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- (2)** We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a)** the act(s) and/or omission(s) of the person(s) affected; or
  - (b)** the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or





## The Tartan Road

- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

**(3) We limit the amount of compensation we may have to pay you if we are found liable under this condition:**

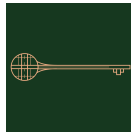
- (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

**(4)** It is a condition of our acceptance of liability under this condition that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

**(5)** Where any payment is made, the person(s) availability (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

**(6)** Please note, we cannot accept any liability for any damage, loss of expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you: or (b) relate to any business.

**(7)** We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.



The Tartan Road

## SECTION D: AGENCY BOOKINGS

**This section applies to bookings we make for you when acting as agent. Please read this section in conjunction with Section A of these Booking Conditions.**

### **31. Your Contract with the Supplier/Principal**

Where we act as Agent, we will arrange for you to enter into a contract with the applicable Supplier/Principal (e.g. tour operator/accommodation provider) of your chosen travel arrangements, as specified in your confirmation invoice.

As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the Supplier/Principal. The Supplier/Principal's Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

### **32. Payment**

If you have paid a deposit, you must pay full balance by the balance due date notified you. If full payment is not received by the balance due date, we will notify the Supplier/Principal who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

Except where otherwise stated in the booking conditions of the Supplier/Principal concerned, all monies you pay to us for Travel Arrangements will be held on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with our agreement with them.

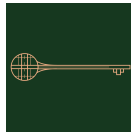
### **33. Changes and Cancellations by You**

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect at the time we receive it. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that the Supplier/Principal will meet such requests. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the Supplier/Principal of your Arrangements.

The Supplier/Principal may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the Arrangements and will normally increase closer to the date of departure). In addition, you must pay us an administration fee of £25.00 per booking for any amendments to bookings and an administration fee of £25.00 for cancellations. We will notify you of the exact charges at the time of amendment or cancellation.

### **34. Changes and Cancellations by the Supplier/Principal**

We will inform you as soon as reasonably possible if the Supplier/Principal needs to make a significant change to your confirmed travel arrangements or to cancel them. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the stipulated time frame. If you fail to do so the Supplier/Principal is entitled to assume you wish to receive a full refund. We will also liaise between you and the Supplier/Principal in relation to any alternative arrangements offered by the Supplier/Principal but we accept no liability for any changes or cancellations made to your arrangements by the Supplier/Principal under your contract with them.



The Tartan Road

### **35. Our Responsibility for your Booking**

Your contract is with the Supplier/Principal and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the travel arrangements you have booked. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the travel arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

### **36. Complaints**

Because the contract for your travel arrangements is between you and the Supplier/Principal, any queries or concerns about your arrangements should be addressed to them. If you have a problem with your travel arrangements whilst using them, this must be reported to the Supplier/Principal immediately. If you fail to follow this procedure there will be less opportunity for the Supplier/Principal to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result. If you wish to complain when you return home, write to the Supplier/Principal. You will see their name and contact details in any confirmation documents we send you.

If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly.