



**MACLEAN  
& BRUCE**

## **MACLEAN & BRUCE LIMITED**

# **BOOKING TERMS AND CONDITIONS**

These Booking Conditions, together with any other written information we bring to your attention before we confirm your booking (in accordance with the process set out below), form the basis of your contract with MacLean & Bruce Limited, a company registered in Scotland with company number SC450922, having its registered office at Waggon House, Mid Waggon Road, Dunfermline, Fife, Scotland KY11 3HF ("we" or "us").

Please read these Booking Conditions carefully as they apply to the holiday you book with us and are binding on you. In these Booking Conditions, references to "you" and "your" include the first named person ("the Lead Person") on the booking form or quotation which we provide to you ("the Booking Form") and all persons on whose behalf a booking is made or any other person to whom a booking is transferred to or is added to a booking.

By making a booking, the Lead Person on the booking agrees on behalf of all persons detailed on the booking that:

- a) they have read these Booking Conditions and have the authority to enter into a contract with us and agrees to be bound by the Booking Conditions;
- b) they consent to our use of information in accordance with our Privacy Policy; and
- c) they are over 18 years of age and where making a booking which contains services with age restrictions, declares that they and all members of the party are of the appropriate age to purchase and use those services.

By making a booking on behalf of a Lead Person, you confirm that you have the authority to act on behalf of that Lead Person, to make the booking on their behalf and to enter into a contract with us on their behalf.

### **1. BOOKING AND PAYING FOR YOUR ARRANGEMENTS**

1.1 The booking process is outlined as follows:

- a) We will send you a quotation setting out the details of your proposed travel arrangements
- b) If you wish to proceed, you must confirm your acceptance of the quotation in writing



- c) Upon receipt of your acceptance, we will issue a booking acceptance email confirming that we have accepted your booking ("Booking Acceptance")
- d) A binding contract between you and us will come into existence at the point we issue the Booking Acceptance
- e) Following Booking Acceptance, we will issue an invoice for the required deposit or, where applicable, the full balance, in accordance with the payment terms set out in your quotation
- f) Payment must be made within the timeframe specified on the invoice
- g) We reserve the right to cancel your booking if payment is not received within this period
- h) Once cleared funds have been received, we will issue a booking confirmation ("Booking Confirmation")
- i) All prices and payments are stated in and must be paid in pounds Sterling (£GBP)

1.2 Upon receipt, if you believe that any details on the quotation (or any other document) are wrong you must advise us immediately and, in any event, within 10 days of the date of receipt of our quotation (or any other document).

## **2. ACCURACY**

2.1 We use reasonable endeavours to ensure that all the information and prices both in our brochures and marketing materials are accurate. However, occasionally changes and errors occur, and we reserve the right to correct prices and other details in such circumstances.

2.2 You must check the current price and all other details relating to the arrangements that you wish to book before commencing the booking process set out above.

## **3. INSURANCE**

3.1 It is essential and a condition of booking with Maclean & Bruce that you take out a comprehensive travel insurance policy to cover your party, including infants and children before, during and after your trip.

3.2 You must be satisfied that your insurance fully covers all your personal, travel and medical requirements including, but not limited to, cancellation charges, medical expenses, loss of or damage to personal belongings, pre-existing medical conditions and repatriation in the event of accident or illness.

3.3 If you choose to travel without adequate insurance cover, we will not be liable for any losses, claims or expenses whatsoever arising, in respect of which insurance cover would otherwise have been available.

## **4. CONDITIONS OF SUPPLIERS**

4.1 Many of the services which make up your holiday are provided by independent suppliers.

4.2 Those suppliers provide these services in accordance with their own terms and conditions, which will form part of your contract with us.

4.3 Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.

4.4 Please note that some suppliers have very stringent terms & conditions which must M&B adhere to and in certain circumstances full payment up front will be required for these suppliers.

4.5 In cases where our suppliers' terms impose stricter obligations or higher fees, to the extent permitted by law, these take precedence over our own.

## 5. PRICING AND PAYMENT TERMS

5.1 Subject to clause 4, we require payment of a 50% deposit, of which half, 25% of the total cost, is non-refundable, in order to guarantee your booking. The remaining balance must be settled no later than 60 days prior to arrival.

5.2 We reserve the right to amend the price of unsold holidays at any time and correct obvious errors prior to Booking Acceptance.

5.3 The price of your confirmed holiday may be subject to variation due to supplier costs, transportation costs, including the cost of fuel; or any applicable dues, taxes or fees chargeable for services; or any other variations in costs which affect the total cost of your holiday.

5.4 We will absorb and you will not be charged for any increase up to the lower of (i) 1% of the total booking value, or (ii) £1000, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements.

5.5 You will be charged for all amounts over and above this threshold. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option to:

- a) accept the revised price;
- b) accept an alternative arrangement if available (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality, you will be refunded the difference in price); or
- c) cancel your booking and receive a full refund of all monies paid, excluding any non-refundable elements.

5.6 Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your revised quotation or invoice.

5.7 Should the price of your holiday go down due to the changes mentioned above, by more than the lower of 1% of the booking value, or £1,000, then any refund due will be paid to you. However, please note that some apparent changes have no impact on the price of your travel due to contractual and other protections in place.

## 6. CUTTING YOUR HOLIDAY SHORT

If you cut short your holiday, we will not be liable to refund the cost of any unused services or for any associated costs you may incur. Depending on the circumstances, your travel insurance may provide cover for curtailment.

## 7. FEE SCHEDULE

7.1 Any additional work, time or services falling outside the agreed scope of your booking will be chargeable in accordance with this clause.

7.2 Additional work will be charged on a time basis at the following hourly rates:

- Company Director: £115 per hour
- Travel Manager: £60 per hour
- Travel Advisor: £50 per hour

7.3 This clause also applies to any members of our staff required to be on site during your trip. Any on-site attendance requested by you, or reasonably required to support the delivery of your booking, will be chargeable at the applicable hourly rate.

## 8. CHANGES BY YOU

8.1 If you wish to change any part of your booking arrangements after our Booking Confirmation has been issued, you must inform us in writing as soon as possible.

8.2 This should be done by the Lead Person on the booking or the person making the booking on behalf of the Lead Person.

8.3 Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.

8.4 Where we can meet a request, all changes will be subject to payment of any applicable rate changes or extra costs incurred by us, and any costs or charges incurred or imposed by any of our suppliers.

8.5 Any changes may also result in additional charges in accordance with Clause 9 (Variation of Scope and Additional Charges).

8.6 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.

8.7 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. Our cancellation terms will apply and a cancellation fee may be payable.

8.8 If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given.

8.9 Certain arrangements may not be amended after they have been confirmed, and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

## 9. VARIATION OF SCOPE

9.1 Your booking is based on the scope, itinerary and assumptions set out in your quotation and subsequent communications prior to Booking Acceptance.

9.2 This clause applies in addition to any costs or charges payable under Clause 8 (Changes by You).

9.3 Where you request any changes, additions or variations after Booking Acceptance, we reserve the right to apply additional charges to reflect the increased time, complexity or cost involved.

9.4 Any such additional charges will be calculated in accordance with Clause 7 (Fee Schedule)

9.5 We will use reasonable endeavours to notify you in advance where additional charges are likely to arise. However, where changes are time-sensitive or required urgently, charges may be incurred without prior approval in order to protect the delivery of your booking.

## 10. IF YOU CANCEL

10.1 If you or any other member of your party decides to cancel your confirmed booking, you must notify us in writing by email.

10.2 Your notice of cancellation will only take effect when it is received by us and will be effective from the date on which we receive it.

10.3 As we incur costs in cancelling your arrangements, you are contractually obliged to pay the applicable cancellation charges up to the maximum shown below:

- Up to 60 days prior to arrival, refund of full payment, less non-refundable 25% deposit
- Up to 45 days prior to arrival 75% of full costs will be charged
- Up to 30 days of arrival, a 100% cancellation fee applies

10.3.1 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.

10.3.2 We will deduct the cancellation charge(s) from any monies you have already paid to us.

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

10.4 If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 28 days before departure and you meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us.

10.4.1 If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs.

10.4.2 Otherwise, no refunds will be given for passengers not travelling or for unused services.

## 11. IF WE CHANGE OR CANCEL

11.1 It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements in advance.

11.2 Occasionally, we may have to make changes, and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date.

11.3 We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

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

- a) a change of accommodation area for the whole or a significant part of your booking
- b) a change of accommodation to that of a lower standard or classification for the whole or a significant part of your booking
- c) a change of outward departure time or overall length of your arrangements of twelve or more hours or
- d) a significant change to your itinerary, missing out one or more destinations entirely.

11.5 If we must make a major change or cancellation, 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:

- a) accepting the changed arrangements
- b) having a refund of all monies paid; or
- c) accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value).

11.6 You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

11.7 The above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

11.8 Very rarely, we may be forced by "force majeure" (see clause 11) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers) or meet any costs or expenses you incur as a result.

11.9 If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge other than those incurred by M&B on your behalf.

## **12. FORCE MAJEURE**

12.1 Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, with all due care, foresee or avoid.

12.2 Where you cancel due to Unavoidable and Extraordinary Circumstances (as defined below) occurring within Scotland or its immediate vicinity and significantly affecting the performance of the package or your transport to the destination, you will be entitled to postpone your visit within a 12 month period to an agreeable date without incurring further costs other than those incurred by M&B on your behalf.

12.3 These events can include, but are not limited to, volcanic eruptions, volcanic ash, war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather or forecast adverse weather, sea, ice and river conditions and all similar events outside our or the relevant supplier's or suppliers' control.

12.4 Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

## **13. SPECIAL REQUESTS**

13.1 Any special requests must be advised to us at the time of booking, e.g. diet, room location, a particular facility at a hotel. You must confirm your requests in writing.

13.2 Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled.

13.3 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 is not confirmation that the request will be met.

13.4 Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.

13.5 We do not accept bookings that are conditional upon any special request being met.

## **14. DISABILITIES AND MEDICAL PROBLEMS**

14.1 We are not a specialist provider of accessible holidays, but we will always do our utmost to support and accommodate any physical or medical requirements you may have.

14.2 If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements.

14.3 We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour.

14.4 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 reserve the right to cancel it and impose applicable cancellation charges when we become aware of these details.

## 15. YOUR BEHAVIOUR

15.1 All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of third parties.

15.2 If in our opinion or in the opinion of any accommodation manager 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 of any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately.

15.3 In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately and we will have no further obligations to you and/or your party.

15.4 No refunds for lost accommodation or any other service will be made, and we will not pay any expenses or costs incurred as a result of termination.

15.5 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.

15.6 Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. 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.

15.7 We cannot be held responsible for the actions or behaviour of third parties who have no connection with your booking arrangements or with us.

## 16. OUR RESPONSIBILITIES

16.1 We 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 set out below.

16.2 Subject to these booking conditions, if we negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation.

16.3 The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' negligence affected the overall enjoyment of your holiday.

## **17. FINANCIAL SECURITY**

17.1 The monies that consumers pay for certain types and combinations of travel arrangements booked with them and for consumers' repatriation in the event of their insolvency.

17.2 We provide this protection by way of a trust account controlled and administered by Protected Trust Services ("PTS"), an independent firm of travel financial compliance specialists.

17.3 All money that you pay to us for travel arrangements requiring financial protection will be paid into our PTS account and will remain there until you have completed your contracted travel arrangements.

17.4 This means that in respect of all arrangements requiring protection, in the event of our insolvency, funds will be available to ensure that you are not left stranded abroad or will receive a refund of the money you have paid for an advance booking. If you book arrangements other than a package from us, your monies will not be financially protected. Please ask us for further details.

## **18. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS AND HEALTH FORMALITIES**

18.1 It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary.

18.2 You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable.

18.3 Requirements do change and you must check the up-to-date position in good time before departure.

18.4 Most countries now require passports to be valid for at least 6 months after your return date.

18.5 We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

18.6 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, visa, immigration requirements or health formalities.

## **19. FLIGHTS & FLIGHT DELAYS**

19.1 We do not sell flights and as such it is your responsibility to arrange your own flights and other associated services to the required pick-up destination in Scotland where we collect you (for example, Edinburgh, Glasgow, Aberdeen or Inverness).

19.2 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 3 hours for any reason, you must contact the airline or other transport supplier concerned immediately.

19.2 Unless we are providing these flights or other transport as part of our package, we have no liability whatsoever to you in respect of any such delays or cancellations. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation, and you should make a claim directly to them.

## **20. JURISDICTION AND APPLICABLE LAW**



20.1 These Booking Conditions and any contract between you and us to which they apply are governed in all respects by Scots law.

20.2 We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Scottish Courts.

## 21. COMPLAINTS

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform us by contacting us immediately and we will endeavour to put things right. Contact:

The Managing Director

MacLean & Bruce Limited

Waggon House

Waggon Road

Dunfermline

Fife

KY11 3HF

Or email [info@macleanandbruce.com](mailto:info@macleanandbruce.com)