

# Shetland Wool Adventures

## Booking Terms and Conditions

### 1. DEFINITIONS

The following words and expressions will have the following meanings:

- “Us” means Shetland Wool Adventures
- “Client” means the person or persons booking the Property for occupancy.
- “Client Party” means the Client and all other persons accompanying the Client in his/her occupancy of the Property.
- “Lead Member” means the main contact for booking the holiday
- “Supplier” means the accommodation provider and any other service being provided during the holiday itself
- “Organiser” means the person who, otherwise than occasionally, organises packages and sells or offers them for sale, whether directly or through a retailer (Package Holidays and Package Tours Regulations, 1992)

#### 1.1 Definition of ‘Package Holiday’

A “Package Holiday” exists if you book a pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:- (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package. Where you have booked a Package Holiday with us, we will accept responsibility for it in accordance with these Booking Conditions as an “Organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992.

### 2. BOOKING

- a) When you make a booking, you are agreeing on behalf of all persons detailed that you have read our terms and conditions and you agree for yourself and your entire party to be bound by them. If there is to be a refund from Shetland Wool Adventures, due to holiday cancellation/amendment, or for any other reason, such refund will be made to the lead party in the booking and instructions for cancellation will be taken from the lead member of the party.
- b) When you make your booking you must pay the relevant deposit as specified at the time of booking. If you believe that any details on the confirmation receipt (or any other document) are wrong you must advise us immediately as changes cannot be made later.

- c) Once you have your booking, please ensure that you check all details (names, dates and times) to make sure they are correct, if there are any errors, please advise us immediately.
- d) At the time of booking, the Client will confirm the number of persons in the Client party.
- e) The arrangements for the arrival and induction of the Client Party will be made between the Trust's Representative and the Client. The Client will promptly advise the Trust's Representative by telephone if the Client's arrival arrangements are affected by adverse travel conditions.

### **3. CHARGES / PAYMENTS**

- a) The Client will pay the cost agreed with Shetland Wool Adventures on the following basis:

A deposit of £300 will be paid when the booking is made; and the balance will be paid by no later than 90 days prior to the due date of commencement of the holiday. The deposit is non-refundable.

The full amount is payable 90 days before the start of the tour. Once we receive your deposit, we will send you a confirmation invoice, the balance of which will be due no later than 90 days prior to departure.

- b) In the event that a booking is made less than 90 days prior to the due date of commencement of the holiday, the holiday is payable in full at the time of booking.

### **4. CANCELLATION**

Bookings will be subject to the following charges if cancelled:

- Cancellation less than 4 weeks prior to arrival the full cost of the booking will be charged.
- Cancellation more than 4 weeks of arrival 50% will be charged.

### **5. INSURANCE**

When making your booking, you must take out a policy of travel insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

### **6. SPECIAL REQUIREMENTS**

Please inform us if you have any special requirements or requests. Including; dietary requirements, cots or room location. We will pass on any requests to all of our Suppliers but we do not guarantee that they will be met and we have no liability if they are not met.

### **6.1 Reduced Mobility or Disability**

You must ensure that you request in advance before booking any rooms/facilities for yourself and persons in your party who have reduced mobility or a disability. Please provide these requests prior to booking. If you have any reservations regarding your fitness for a tour, please consult us in advance. Whilst we will make every effort to accommodate you, we can accept no liability for your inability to take full part in the tour.

## **7. ACCOMMODATION**

- a) Standards and ratings of accommodation may vary between countries, as well as between different accommodation suppliers. We cannot guarantee the accuracy of ratings given and no warranty is offered for this.
- b) The property complies with all applicable health and safety regulations, and we would strongly recommend that all Clients seek to minimise their injury by familiarising themselves with any relevant safety information available.
- c) Please bear in mind that changes may occur to the accommodation after booking. Where such changes occur, we will endeavour to inform the Lead Member in the party as soon as possible and update any website/booking descriptions.
- d) Please note that these are “NO SMOKING” properties. Smoking will be permitted outside the property and we would ask that Clients ensure that no litter is left outside.

## **8. CONDITIONS OF SUPPLIERS**

A number of the services which are part of this holiday are provided by independent suppliers. These suppliers will 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.

## **9. BEHAVIOUR**

- a) It is important to be aware that the booking conditions of the supplier will normally state that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation.

We as Shetland Wool Adventures will be under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

- b) Please note that we have no control over the behaviour of other persons staying at or visiting your accommodation and we are not responsible for any withdrawal or impairment of facilities/services or other loss or damage caused by them. Under no circumstances are you entitled to share your accommodation with, or sub-let it to, anyone other than the other members of your party.

## **10. COMPLAINTS**

If you find that you are in anyway dissatisfied with our service, or the service of one or more of the suppliers whose services make up the holiday you must advise your tour manager or local representative immediately in order that we may have the opportunity to correct the matter. Should the tour manager or local representative not be able to resolve the situation, you should report the complaint in writing to Shetland Wool Adventures no later than 28 days after the completion of the holiday quoting your booking number. No complaints or claims can be considered after that date.

If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

## **11. FORCE MAJEURE**

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 of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to 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 all similar events outside our control or the control of the supplier concerned.

## **12. LAW AND JURISDICTION**

Scottish law governs these booking conditions and all bookings made with us and the courts of Scotland have exclusive jurisdiction.

## **13. CHANGES MADE BY US (THE ORGANISER)**

In certain circumstances, changes may become necessary as part of your holiday. When changes occur we will inform you as the Client as soon as reasonably possible if time permits before your departure. (A major change is one that is made to your holiday arrangements before departure that involves a change of destination, change of time of departure or return, or a change to your accommodation. In these cases we will offer you the choice of the following options:

(for Major Changes) accepting the changed arrangements or purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

## **14. CANCELLATION BY US (THE ORGANISER)**

Cancellation by us may be necessary in exceptional circumstances or because insufficient people have booked your chosen holiday to make it commercially viable. We reserve the right in our absolute discretion to cancel your holiday and if cancellation occurs because of insufficient numbers, we will notify you at least 6 weeks before departure. On the rare occasion that a holiday is cancelled, we will give a full refund of monies paid, or the opportunity to accept a suitable alternative, if available. Please note that we will not pay compensation where a holiday is changed or cancelled for reasons of Force Majeure (See point 11).

## **15. CANCELLATION BY YOU (THE CLIENT)**

As stated previously, should you or any member of your party decide to cancel your/their booking once it has been made, notification of the cancellation instruction will be required as soon as possible in writing from the lead member of the party.

The effective date for cancellation is the date when we receive your written instructions at our registered office. Notification by email will be accepted and, for the purposes of calculating cancellation charges, emails will be treated as having been received by us 24 hours after they are sent. Receipt of emails will be acknowledged. We will have no

liability to you in the event of emails not being received, or their delivery being delayed, for technical or other reasons.

If you or any member of your party cancels, a charge is payable by the lead member of the party by way of agreed damages to cover our estimated losses, calculated on the scale set out below.

**Bookings will be subject to the following charges if cancelled:**

- **Cancellation less than 4 weeks prior to arrival the full cost of the booking will be charged.**
- **Cancellation more than 4 weeks of arrival 50% will be charged.**

**16. OUR RESPONSIBILITIES TO YOU**

We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees’ or suppliers’ negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. 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.

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:-

- (i) the act(s) and/or omission(s) of the person(s) affected;
- (ii) 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
- (iii) 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
- (iv) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (v) for 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 £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

## 17. CLAIMS

In the instance that you as the Client or anyone in your Client Party are making a claim, you must notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made, the person(s) receiving it (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.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description 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.

Excursions or other activities that you choose to book while you are on holiday are not provided by our company and do not form part of your contract with us.

Such arrangements are therefore not covered by The Package Travel, Package Holidays and Package Tours Regulations 1992. On occasions, local excursions and activities will be made available for sale. In such circumstances those staff will be acting as sales agents for the supplier(s) of the offered excursion/activities.

Therefore, unless you suffer personal injury or death caused by our negligence, we will not accept liability for any loss or damage you may suffer as a result of participation in a locally booked excursion or activity.

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.

-----

I have read and understood these terms and conditions.

Signed:.....

Printed:.....

Date:.....

Please return a signed copy to:

**SHETLAND WOOL ADVENTURES**  
5 Vallafield, Tingwall, Shetland, ZE2 9XH  
or [info@shetlandwooladventures.com](mailto:info@shetlandwooladventures.com)