



## **Backcountry.Scot Terms and Conditions**

On completion of the booking process and receipt of non-refundable deposit of 25% of the total cost of the holiday, your holiday booking will be confirmed.

The remaining 75% balance must be paid two calendar months prior to the first day of your holiday.

If you are booking within two months of your holiday then the full holiday fee must be paid at the time of booking.

If the balance is not paid in time we reserve the right to cancel your holiday and apply the cancellation charges outlined below.

The booking is not accepted and no contract exists until the date shown on the confirmation email issued by Backcountry. Scot.

We accept payment by BACs and cheque.

If you wish to cancel your holiday, this must be done in writing by the person whose name the holiday is invoiced to.

If you cancel your booking more than two calendar months before the first day of your holiday, you will receive a refund of monies paid, minus the 25% non-refundable deposit.

If you cancel your holiday less than two calendar months before the first day of your holiday you will receive no refund on monies paid.

We will not cancel your holiday unless (i) we are forced to do so by unforeseeable circumstances: adverse weather conditions, acts of God; or (ii) if the minimum number needed to operate our holidays has not been met. In the latter case we will advise you no later than 28 days prior to departure.

If the holiday has to be cancelled for any reason then you will be informed and offered another holiday.





Backcountry. Scot reserves the right to change the itinerary advertised for any holiday, at any time and for any reason, such as adverse weather conditions, forestry operations and other seasonal activities, e.g. deer culling.

To take part in our holidays you must include adequate insurance for baggage, medical expenses and the cost of repatriation should you become too ill to continue. Any claims concerning matters for which you are insured must be directed to your insurers.

Your booking is accepted on the understanding that you realise the risks and hazards of such a holiday, including the dangers inherent in cycling either on the road or off the road, or the dangers inherent in the other activities included in individual holidays. e.g. packrafting/bikerafting.

It is a fundamental booking condition that you accept the hazards involved in this sort of trip and you accept that in visiting remote and mountainous regions there is an element of on-tour flexibility. The itineraries stated are indicative only and not a guarantee that a particular route will be followed or place reached. You must acknowledge that delays and alterations and their results, such as inconvenience and discomfort, are possible where unforeseen circumstances arise. You must have a level of fitness commensurate with your chosen trip and you are responsible for bringing the appropriate equipment, details of which will be sent to you at the time of booking. If, in the opinion of the Backcountry. Scot guide or staff, your fitness or equipment may compromise the safety of a trip we reserve the right to cancel or terminate your holiday. In these circumstances you will not be entitled to a refund nor compensation.

On an adventurous holiday it is necessary that you abide by the authority of the leader, who represents the company. Completing the booking process signifies your agreement to this, and if you commit any illegal act when on the holiday or if in the reasonable opinion of the leader your behaviour is causing or likely to cause danger, distress or annoyance to others or damage to our equipment we may terminate your travel arrangements without any liability on our part. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.





Our responsibility does not commence until the appointed time at the designated meeting point. If you fail to arrive there at the appointed time for whatever reason, we will not be responsible for any additional expenses incurred by you to meet up with the group.

We shall not be held liable for any losses caused if you can not complete your holiday due to the loss of equipment or injury as a result of; inadequately maintained and serviced personal equipment, failure to wear the correct safety equipment or failure to comply with the requests of your leader or company staff.

Any likeness or image of you secured or taken on any of our holidays may be used by the company without charge in all media (whether now existing or in the future) for bona fide promotional materials of any kind, such as brochures, videos and the internet.

Please ensure that your bike is adequately maintained and insured. We will take all reasonable care when transporting bikes; however we are not responsible financially for any damage caused by a third party during our trip or in transit to the start point of the holiday.

We cannot be held responsible for any mishap to yourself or your property. Certain activities e.g. bikerafting may cause your bicycle to be completely submerged under water or be subject to conditions out with its design. You will be strapping your bike to an inflatable boat, which may capsize!

When completing the booking process you agree to accept all these conditions and when we accept your booking we agree to carry out our obligations as defined to you in all materials sent to you from us. This agreement is made subject to, and must be interpreted and enforced by Scots Law.

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