



Terms and Conditions

1. DEFINITIONS

1.1 When the following words are used in these Terms, this is what they will mean:

(a) **Booking:** Your Booking for the Services, whether verbal or written;

(b) **Event Outside Our Control:** is defined in clause 9.2;

(c) **Price:** the purchase price for the Services contained in Our price list, as updated from time to time;

(d) **Service(s):** the identified audio, walking or vehicular tour we will provide to You as specified in Your Booking.

(e) **Terms:** these terms and conditions, as updated from time to time;

(f) **We/Our/Us:** 7 Hills Tours Ltd, registered in Scotland, Company Number SC606646, Registered Office Address C/O Abacus Services, 8 High Street, Oban PA34 4BG

(g) **You/Your:** the consumer making the Booking.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply the Services to You.

2.2 Please ensure that You read these Terms carefully, and check that the details in Your Booking are complete and accurate, before continuing with the Booking.

2.3 Bookings for walking and/or vehicle tours can be made by telephone or E-mail. Audio walks can be purchased and/or downloaded from our website.

2.4 When You submit Your Booking to Us, this does not mean We have accepted Your Booking for Services. If We are unable to supply You with the Services, We will inform You of

this verbally or in writing and We will not process Your Booking, nor accept payment. We will use Our reasonable endeavours to suggest alternative Services to You.

2.5 We will confirm Your Booking by telephone or E-mail. Once Booking has been confirmed by Us, You will be deemed to have accepted these Terms and the contract between You and Us will come into existence.

2.6 The date, start time, length and/or end time shall be specified in Your Booking and/or Ticket.

2.7 You are obliged to pay the Price appropriate to the tour, and the number of participants.

(a) Children are aged below 14 years old and can take part in the tours free of charge, however, they must be accompanied by an Adult;

3. CANCELLATION

3.1 You may cancel Your tour without charge if necessary up to 24 hours prior to the tour time.

3.2. We may cancel a tour for reasons of weather, or any other circumstance beyond our control; in this case You will be issued with a full refund. (see **9.2**)

4. PROVIDING SERVICES

4.1 We will supply the Services to You on the date and time specified in Your Booking and/or Ticket.

4.2 We will make every reasonable effort to provide the Services on the specified date and time. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.

4.3 We reserve the right to make minor amendments to the Services if necessary in the circumstances. Such minor amendments will not affect the overall provision of Services.

4.4 We reserve the right to cancel, shorten or curtail any tour if we deem that weather conditions make the tour hazardous, or that, in our judgement, a guest cannot safely undertake the tour in whole or part.

4.5 We reserve the right to correct and amend any errors contained in Our promotional material, website or any of Our other documents at any time.

4.6 We undertake to maintain any vehicle used in safe and appropriate mechanical condition, and with appropriate insurance.

4.7 We undertake to operate all walking and vehicle tours with appropriate levels of public liability insurance.

5. YOUR OBLIGATIONS

5.1 You are obliged to pay the Price applicable to the tour, either in advance or at the conclusion of the tour.

5.2 You will meet Your guide at the arranged meeting place, or be available at Your accommodation or cruise port if You have chosen this option, at the agreed time. If there are unavoidable problems with meeting us at this time, You undertake to let us know promptly so that arrangements can be suitably modified.

5.3 You are obliged to dress appropriately and wear suitable footwear for the Services, taking into account the weather and terrain. You undertake to have a health and fitness level appropriate to the tour chosen.

5.4 You are obliged to act with due caution and safety awareness during all tours, maintaining personal responsibility for Your safety around roads and all other hazard environments. While the guide will always prioritise the safety of guests, he/she cannot accept liability for every aspect of a guest's safety on a tour. For our self-guided audio walks, You assume full responsibility for your health and safety during the walk.

5.5 For the Seven Hills of Edinburgh Adventure tour, You warrant that You are of sufficient health, fitness and experience to undertake independent hiking on steep rocky slopes.

5.6 You are obliged to comply with these Terms at all times.

5.7 You must act reasonably and co-operate with Us in the provision of Services to You.

5.8 In the interests of health and safety, You must comply with all reasonable verbal instructions and requests from Our representatives during the Services.

5.9 If You cause any damage to Our property, You are obliged to indemnify Us for the full cost of replacing the item or repairing the damage.

5.10 You must not, at any time during the provision of Services, be under the influence of alcohol or drugs – see clause 11.3.

6. IF THERE IS A PROBLEM WITH THE SERVICES

6.1 In the unlikely event that You are unsatisfied with the Services, please contact Us and tell Us as soon as reasonably possible and within 30 Working Days, We will consider Your comments fully and report back to You on any outcome and/or action taken as a result of Your comments.

6.2 As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. PRICE AND PAYMENT

7.1 You may either pay in cash, by debit/credit card, bank transfer, Apple/Samsung Pay, or such other systems as We may make available.

7.2 All payments must be paid in sterling (GBP). Payment in foreign coins/notes will not be accepted. Payment from foreign bank accounts must be agreed with Us in advance and may incur a

bank charge, which must be met by You and will be invoiced by Us after full payment for Services has been paid.

7.3 Payment must be made in full at the time of Your Booking or on completion of the tour, as may be agreed between You and Us.

7.4 The Price will only be refunded in the event that the Service is cancelled by You or Us as provided for in clauses 10.1, 10.2 and 11.1 only.

8. OUR LIABILITY TO YOU

8.1 If We materially fail to comply with these Terms, We are responsible for any material loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Material loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time the contract came into existence.

8.2 Our total liability under clause 8.1 shall not exceed the total Price of the Services as stated in Your Booking.

8.3 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.4 We do not exclude or limit in any way Our liability for:

(a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 11B of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by sections 11C, 11D and 11E of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation adverse weather conditions, strikes, lock-outs or other industrial action by Our representative/contractors and/or third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

(a) We will contact You as soon as reasonably possible to notify You; and

(b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to You, We will reschedule the Services as soon as reasonably possible after the Event Outside Our Control is over, or offer alternative Services where possible.

9.4 You may cancel the contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Services. Please see Your cancellation rights under clause 10. We will only cancel the contract if the Event Outside Our Control continues for longer than 1 week in accordance with Our cancellation rights in clause 11.1.

10. YOUR RIGHTS TO CANCEL AND APPLICABLE CHARGES

10.1 You have the right to cancel Your Booking and/or Ticket where You choose to cancel because We are affected by an Event Outside Our Control. You must provide written notice to Us that You are cancelling Your Booking as a result of an Event Outside Our Control. We will confirm Your cancellation in writing to You.

10.2 If You cancel Your Booking or Ticket under clause 10.1, We will refund the Price paid for the Services.

11. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

11.1 We may have to cancel Your Booking before the start date for the Services in the following circumstances:

(a) due to an Event Outside Our Control; or

(b) if We are unable to provide the Service in terms of Your Booking for any reason.

11.2 If We have to cancel Your Booking under clause 11.1, We will promptly contact You to let You know and refund any payments made by You.

11.3 We reserve the right to cancel and/or suspend the contract for Services at any time with immediate effect by giving You verbal or written notice:

(a) If You do not pay Us when You are supposed to as set out in clause 7; or

(b) Where there is any risk to Our representative, property or welfare of others as a result of unacceptable behaviour from You. Whether behaviour is unacceptable shall be determined by Us and/or Our representative; or

(c) If You are deemed by Us and/or Our Representative to be under the influence of alcohol or drugs; or

(d) Where You do not comply with any of Your obligations under clause 5, and any in such circumstances, refunds will not be given.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All intellectual property rights in or arising out of or in connection with the Services shall be owned by Us.

12.2 You do not have a right to use Our intellectual property including, but not limited to, Our name, logo and images.

13. INFORMATION ABOUT US AND HOW TO CONTACT US

13.1 We are a company registered in Scotland. Our company registration number is SC606646. Our Registered Office address is C/O Abacus Services, 8 High Street, Oban PA34 4BG

13.2 If You have any questions or complaints, please contact Us. You can contact Us by telephoning Us on +44 (0) 7879 405860, or by e-mailing Us at moray@7hillstours.co.uk

13.3 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing, You can send this to Us by e-mail, by hand, or by pre-paid post using the details contained in clauses 13.1 and 13.2. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 We will use the personal information You provide to Us to:

(a) provide the Services;

(b) process Your payment for such Services; and

(c) inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.

14.2 We will not give Your personal data to any third party.

15. OTHER IMPORTANT TERMS

15.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.

15.2 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.

15.3 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

15.4 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

15.5 These Terms are governed by Scots law. You and We both agree to submit to the non-exclusive jurisdiction of the Scottish courts.