

## Terms and Conditions

### **1 Obligations of Glen Tanar**

#### **Glen Tanar agrees and undertakes to:**

- 1.1 offer to the Client the opportunity to go on a wildlife lookout session with a Glen Tanar Guide subject to the following terms and conditions.
- 1.2 consider a reservation as definite when payment, as stated in the foregoing covering letter, has been received ("the payment").

### **2 Obligations of the Client**

#### **The Client undertakes and agrees:**

- 2.1 to pay to Glen Tanar the payment by the date stated on the invoice. If the payment is not paid by the appropriate date, then Glen Tanar is entitled to assume that the Client wishes to cancel their booking;
- 2.2 that Glen Tanar reserves the right to refuse to give permission for or to stop any actions of the Client or any act organised by the Client which occurs or is intended to occur at The Lookout session, in the opinion of Glen Tanar, the actions or act are illegal, offensive or likely to cause offence or harm to wildlife;
- 2.3 to act responsibly before, during and after The Lookout session, whilst on Glen Tanar's property. Glen Tanar will not accept liability or responsibility for the actions of Client;
- 2.4 that Glen Tanar will not be liable for any death, illness or personal injury or damage to any person or property unless resulting from the negligence of Glen Tanar or any of its staff;
- 2.5 that Glen Tanar maintains its own public liability insurance to cover Glen Tanar's public liabilities only and this insurance cover does not extend to any liability or loss otherwise incurred by the Client. Accordingly, it is recommended that the Client takes out its own insurance to cover *inter alia*:
  - 2.5.1 in the event of cancellation, the cost of the Payment and any other additional charges which may have been incurred by the Client;
  - 2.5.2 loss or damage to the Client's property and / or personal belongings;
- 2.6 to perform all of the Client's obligations arising under this Agreement or otherwise.

### **3 Termination of Agreement**

- 3.1 This Agreement shall continue until the earlier of:
  - 3.1.1 its termination under the provisions of this Condition 3; or
  - 3.1.2 the fulfilment of the obligations of both parties under the Agreement, at which time it shall expire automatically without the need for notice.
- 3.2 If either party shall commit any breach of its obligations under this Agreement and (if capable of remedy) shall not remedy the same within seven (7) days after notice in writing from the other party requiring it to do so, the other party shall, without prejudice to any other rights which it may have, be entitled to terminate this Agreement immediately by written notice to the party in breach.

### **4 Limitation of Liability**

- 4.1 Glen Tanar will do everything they reasonably can to honour their commitment to the Client, but the Client accepts that the maximum liability to them on any grounds whatsoever is limited to the amount the Client has paid to Glen Tanar prior to the problem arising, save for personal injury or death caused through Glen Tanar's negligence.
- 4.2 Glen Tanar shall not be liable for any failure on its part due to circumstances outside its control - for example no wildlife activity.

### **5 Force Majeure**

Should 'The Lookout' not be possible due to circumstances beyond Glen Tanar's reasonable control – for example no wildlife activity. Glen Tanar cannot provide another session in 'The Lookout'. In this case the Payment will not be returned to the Client in full and the Client will have no further claim against Glen Tanar.

### **6 Cancellation by the Client**

- 6.1 The Client may cancel within seven working days of confirmation of their booking. If they do so, the Payment will be returned in full.
- 6.2 If written notice of cancellation is received after seven working days of confirmation of the Client's booking, Glen Tanar will attempt to re-sell the booking; although no guarantee of successful re-sale is given. If Glen Tanar is unable to re-sell the booking the Client shall remain liable for the Payment.

### **7 Cancellation by Glen Tanar**

- 7.1 Glen Tanar does not expect to have to make any changes to the booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, Glen Tanar will contact the Client (by telephone where reasonably possible in the case of a significant change or cancellation, minor changes will be notified by post) as soon as is reasonably practical, explain what has happened, and inform the Client of the cancellation or change.
- 7.2 If a significant change has to be made (and the change is not acceptable to the Client) or the booking has to be cancelled, Glen Tanar will, if possible and as soon as reasonably practical, offer the Client an alternative date for a session in 'The Lookout' (from the range advertised by Glen Tanar) of similar type and location for the same or similar time of year. If the Client accepts this alternative, the Client will not be required to pay any more than the Payment.
- 7.3 If Condition 7.2 above applies, and the alternative session in 'The Lookout' is advertised at a lower price the Client need only pay the lower price. If the Client does not wish to accept a significant change or any alternative offered or Glen Tanar cannot offer the Client a suitable alternative, the Client will be entitled to cancel their booking and receive a full refund. In the unlikely event that the Client fails to tell Glen Tanar as soon as reasonably possible that they wish to accept any change or alternative property Glen Tanar is entitled to assume that the Client wishes to cancel their booking and receive a full refund of all monies paid to Glen Tanar.
- 7.4 Please note the above options in this Condition 7 are not available where any change made is a minor change.

### **8 Unfair Contract Terms Act 1977**

In all cases where any part of these terms and conditions is an unenforceable provision in terms of the Unfair Contract Terms Act 1977 or otherwise determined by any court to be unenforceable, the unenforceable provision shall not affect the validity of the remaining portion of these terms and conditions, which shall remain in force as if the unenforceable provision had been eliminated.

### **9 Disclaimer**

Glen Tanar has taken every care to ensure that the accuracy of their website, brochure and all information is provided in good faith and is believed to be correct, but they do not form part of the Agreement between Glen Tanar and the Client.

### **10 General**

- 5.1 All matters arising under this Agreement shall be determined according to the laws of Scotland and the parties submit to the jurisdiction of the Scottish Courts.
- 5.2 This Agreement represents the entire contract between the parties in connection with its subject matter and supersedes any prior contract or arrangement between the parties whether written or oral.