

Bespoke Tours Terms & Conditions: Updated October 2024

These Terms & Conditions relate to our Bespoke Tours Terms & Conditions for services such as point to point transfers and bespoke itineraries. These products are quoted & sold on request, on an individual basis.

Booking

To book please email <u>enquiries@mountain-goat.com</u> or call us on 015394 45161. You can find sample itineraries on our website at https://www.mountain-goat.com/PrivateTours.

Pricing

All bespoke prices are calculated by the bespoke hire team; to confirm the booking we require a deposit at the time of booking. There is a £35 surcharge for Bank Holidays & National Holidays. Last minute changes may incur a surcharge.

Payment & Deposits

To confirm the booking, we require a £50 deposit per vehicle for hires under £500. Any hires above this price will require a 20% deposit to secure the booking.

Final payment is due 14 days prior to the start date of the service. If invoice after event has been agreed, payment is due 30 days from the date of the invoice.

Cancellation Policy

If you need to cancel your booking, the following cancellation charges will apply based on the time remaining before your tour's departure. Cancellations must be communicated in writing as soon as possible to minimise any charges. Please note that the closer the cancellation is to the tour date, the higher the applicable fee, as outlined in the table below:

Period before tour departure	Cancellation Charge
14 days or more	Loss of deposit
7-13 days	50% of the price
3-6 days	75% of the price
2 days (48 hours)	100% of the price

Travel Insurance

We strongly recommend that all participants take out comprehensive travel insurance before joining our tours. Coverage should include medical expenses, trip cancellations, delays and lost belongings. Travel insurance helps protect you against unforeseen events like weather, accidents, or changes to your plans.

Variations

Unless otherwise stated, admission charges, meals, accommodation and coach parking charges are not included in the overall hire price.



Route and Time Variation

Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for, the company reserves the right to make an additional charge of £85 per hour for a 7-seater vehicle and £85 for a 16-seater vehicle.

Passengers & Luggage

The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry. Every person & child must have their own seat. Please advise us of your final passenger numbers and luggage when booking. For large suitcases and items such as sporting goods, we will do our best to accommodate these, please inform us at the time of booking. Mountain Goat can provide various child and booster seats on request, please advise of this when booking. In line with UK Law, private hire vehicles do not have to provide child car seats & children can travel without one but only if they travel on a rear seat. Legally the parent/guardian is liable for the child's safety however Mountain Goat deems it unsafe to take under 3-year-olds without a child seat and will refuse them without one.

Use of Vehicle & Drivers Hours

The vehicle should be assumed to remain at any point between the outward and return journey and to remain available for the hirer's incidental use, unless confirmed in writing by the company.

Drivers' Hours and Rest Period Regulations

The hours agreed with the operator for the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that regulations governing drivers' hours and rest periods can be complied with. The operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations. In the event of an emergency, riot, civil disturbance, strike, lockout, work stoppage, labour restraint, or any situation beyond the company's control (including adverse weather or road conditions), or if the hirer unilaterally alters the agreed terms, the company reserves the right to cancel the contract. In such cases, the company will refund any payments made and will have no further liability.

Vehicle to be provided

The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used.

Conveyance of Animals

No animals (other than guide dogs or hearing dogs notified to the company in advance) may be carried on any vehicle without prior arrangement. Please notify us at the time of booking, should you wish to bring an animal onboard.

Breakdown and Delays

The company gives its advice on journey times in good faith and does not guarantee the completion of any journey in any specific time and will not be liable for loss of convenience caused by the actual journey time.



Agency Arrangements

Where the company hires in vehicles from other operators at the request of the hirer and where the operator arranges ancillary facilities such as accommodation, ferries, admission tickets or any other services provided by another supplier, it does so as an agent for and on behalf of the hirer. Any terms and conditions set by other suppliers through the company will be binding on the hirer as though the hirer had directly entered a contract with those suppliers.

Lost Property

Mountain Goat is not responsible for any items of property left on our vehicles. Please do not ask the driver-guide to take care of your property whilst you are away from the coach. For items that are left on the coach at the end of the day, if found and claimed, we are happy to return them at customer's expense. Please note any unclaimed items will be disposed of after 3 months.

Conduct of passengers

Every passenger must have their own seat in the vehicle, and seat reservations are not permitted. The driver is responsible for the safety of the vehicle. Passengers who violate statutory regulations may be removed from the vehicle or denied boarding at the driver's discretion. Seatbelts must be worn by all passengers while the vehicle is in motion. Smoking is prohibited on all company vehicles.

Passengers must avoid distracting the driver when the vehicle is moving. Alcohol is not allowed on any vehicle, as outlined in the Sporting Events Act 1985, and anyone who fails to comply will be required to leave the vehicle. The hirer is responsible for the behaviour of passengers and for any damage caused to the vehicle during the hire period.

Additional Terms & Conditions General T&Cs apply for the all Mountain Goat Tours, please see here - http://www.mountaingoat.com/Terms-and-Conditions

Accommodation & Third Party T&Cs

Bookings are made subject to the terms and conditions of the relevant accommodation (or other service) provider. By booking accommodation or other services through us, you enter into a contractual relationship with the relevant third-party provider. For further information on this please contact us.

We include several attractions in our tours; however, these are operated by third parties and therefore we are not liable for any damages, loss or closures to do with these third parties.

Complaints

We greatly value your feedback on both our services and those provided by third parties, such as accommodation providers. If you have any concerns during your tour, please notify our office team as soon as possible. For complaints related to accommodation, it is recommended that you first address the issue with the accommodation provider directly.

Insurance

The Company strongly recommends that passengers arrange suitable travel, medical and cancellation insurance.



Liabilities

Mountain Goat Tours has taken all reasonable measures to ensure that the components of your package holiday are provided safely and efficiently. We accept liability for personal injury caused by the negligence of ourselves, our employees, or our agents, provided that the claim is made within 3 months of the tour's conclusion. Additionally, you must assign to Mountain Goat Tours any rights you have against other parties related to the claim and cooperate fully if we or our insurers pursue those rights.

We do not accept liability for holiday cancellations due to war or the threat of war, riots, civil unrest, industrial action, terrorist activity, natural or nuclear disasters, fire, or adverse weather conditions.

Liability for personal injury during travel to or from the holiday package will not be accepted unless you are traveling on Mountain Goat's own transportation. In cases of personal injury that occur during activities not part of the Mountain Goat Holiday Package, we will offer guidance and assistance to help you pursue any claims you may have against third parties.

Financial Failure Insurance

In accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Mountain Goat Tours are fully insured for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Mountain Goat Tours. A certificate detailing this cover can be found at https://www.mountain-goat.com/Terms-and-Conditions

This insurance has been arranged by MGA Cover Services on behalf of Towergate Chapman Stevens through CBL Insurance. English Law: The contract is governed by English law.