



scotlandbybike.com
guided tours : motorcycle hire

Booking Conditions

A contract exists between you, the customer, and Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com when a booking has been made either verbally by telephone or by fax, email or letter, a deposit has been made AND a confirmation invoice has been issued by Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com. By entering this contract, you and all other persons named on the booking form and/or invoice, including anyone added subsequently, accept the following terms and conditions.

Payment

A deposit of £100 per person should be submitted with your completed booking form; this ensures a place is then reserved in your name. On receipt, a booking confirmation will be issued showing the date your balance becomes due. The whole balance should be paid no later than 30 days prior to commencing the tour. Tours booked within 30 days of departure will require payment in full at the time of the booking. Balance payments may be made by credit card (Visa, Mastercard). Debit card (Maestro, Visa Debit, Solo, Maestro, Switch) and cheque payments are also acceptable.

If You Cancel

Cancellations must be received in writing at our office. In this event, the following terms will apply: Bookings cancelled more than 30 days prior to commencing the tour: the company will refund all sums paid less deposit. Bookings cancelled between 30 and 15 days before departure: 50% credit for 12 months toward another tour or 50% return of the total holiday price refund. Less than 15 days before departure: no refund.

Exceptions to this policy will not be made for any reason, including weather or personal emergencies. In any of the above events there will be an additional administrative charge of 40 / £25 per person. There is no refund for arriving late or leaving a tour early. In the event of you having to cancel, you may transfer your booking to another person. However, you will be liable for any administration costs and are responsible for your nominee paying their monies in full.

If We Cancel

We reserve the right to cancel any tour however, this would only become necessary in exceptional circumstances. In such an event, we would hope to offer you an alternative. If this were not possible or acceptable, we would issue a full refund. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com accepts no responsibility for and shall not be liable in respect of any loss, damage, alterations, delays or changes arising from circumstances outside our control, such as but not restricted to: war or threat of war, riot, industrial dispute, civil strife, fire, adverse weather conditions, terrorist activity, natural and nuclear disaster, technical problems with transport, cancellation of scheduled or charter airlines, closure or congestion of airports or ports, disease or financial failure of Contractors.

Price Guarantee

Prices stated in the Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com website are per person. Prices do not include airfares or ferry expenses. The information provided in the scotlandbybike.com website attempts as far as possible to provide details of the tour undertaken, its duration, route and nature and details of accommodation and food. Further details will be provided as known to the company but if the applicant becomes aware at any stage that the information does not coincide with the understanding of the position the onus will be upon the applicant to intimate their intention to cancel the booking before the 30-day period referred to previously.



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Arrangements for your tour are made well in advance. It is therefore sometimes unavoidable that changes can occur. In most cases, these changes will be minor and will have no effect on your holiday. While every effort is made to be as accurate as possible in our brochure descriptions and with our tour itineraries, scotlandbybike.com reserves the right to amend them before travel. In the event of any change, we will advise you immediately and you may then (a) continue the tour with the new itinerary, (b) accept an alternative of the same or similar value, or (c) cancel your holiday with a full refund. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com does not accept responsibility for any itinerary changes made during a tour due to deficiencies in services due to local conditions, maintenance, weather or riding ability of the tour participants.

All accommodation on a B&B basis, All administrative costs, Maps and itineraries.

Your Tour Price Does Not Include any supplements outlined below.

- Personal travel insurance, flights, ferry crossings, visas (where applicable).
- Fuel, oils, clothing, food, drink and souvenirs, and additional request items, such as luggage carriers. Such costs are specified where relevant and are your responsibility.
- Any additional expenses incurred by you in preparing for the trip (e.g. non-refundable air tickets, visa fees if applicable, gear or medical expenses).

Special Requests

Please notify Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com of any special requests you may have at the time of booking (e.g., diet, disability, allergy, anniversary, birthday). Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com will try to arrange special requests to be met, but cannot guarantee that they will.

Supplements

Our prices are based on double or twin occupancy. If you require a single room you will be charged a single supplement regardless of when you book. However, due to some of the remote areas visited, single rooms are limited and therefore subject to availability. Single room supplement is variable depending on the hotel stayed in.

Free entry exists to some of the visitor attractions, historical sights and places of interest with which scotlandbybike.com has developed a relationship. However, where charges are applicable the customer is liable to pay.

Guiding and/or instruction will incur an additional charge as detailed on the website.

Motorcycle hire will incur an additional charge as detailed on the website.

Insurance

It is a condition of booking and your responsibility to ensure that you have adequate travel insurance for yourself and pillion (if appropriate). This should cover medical and personal risk including repatriation, ambulance and air rescue, and cover while motorcycling. We also recommend you include cancellation cover. Written evidence of appropriate cover is required, and it is your responsibility to provide this.

Scotlandbybike.com accepts no responsibility for a customer's failure to arrange appropriate cover or to provide us with details.



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Tour Delays

We cannot be held responsible for any unforeseen delays in your flights or travel prior to, during or after the tour, including ferry crossings, caused by weather, road works or other unforeseen circumstances. In the event of an unavoidable delay, we will attempt to re-route you, but ultimately you will be responsible for providing your own meals and accommodation until you catch up with the tour. It is the responsibility of all participants to meet at the designated start point on time. Customers failing to connect with the tour guide (if appropriate) are liable for their own expenses to catch up with the tour.

Group Riding

Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com promotes safe and sensible motorcycling within the law.

When group touring, it is your responsibility to follow any instructions or information issued by the guide/instructor. If he assesses that you are not riding within the law or in a manner which brings motorcycling into disrepute, he has the authority granted by the partners to curtail your tour on the spot without refund. When hiring a motorcycle, you must obey the restrictions imposed by our Contractor. As a general rule, you must not leave the country, you must not travel on private roads, and road motorcycles must not be taken off-road, without prior agreement of the Contractor. Breaches of restrictions may invalidate travel and motorcycle insurances.

Our Responsibilities

We accept responsibility for supplying as near as physically possible a tour package as described in our website. We are unable to control any deficiencies in services due to local conditions, maintenance or weather.

Your Responsibilities

Full UK driving license valid for group A vehicles (motorcycles), or national equivalent for non-UK residents. Be a competent rider with a machine that is road legal, mechanically sound and of a type suitable for touring. Hold a valid Certificate of Insurance covering machine, rider and pillion. To have the ability to get yourself and / or bike home in the event of breakdown, accident or emergency.

Customer Feedback

Your opinions and views are important to us. We believe we offer a quality product but, in order for us to keep in tune with our customer aspirations and continually improve our product and services, we will provide a questionnaire at the end of the tour. However, if during the holiday you have a complaint, please discuss the matter immediately with a scotlandbybike.com representative who will attempt to rectify the cause as soon as possible. At the very latest a complaint must be lodged by the end of the tour. Should you be dissatisfied with the result and feel it has severely affected your enjoyment of the holiday, please write to us within 28 days of your return. All written complaints will be acknowledged within 7 days of receipt, and we will respond in full within 28 days and endeavour to resolve the matter to our mutual satisfaction.

Written complaints should be addressed to:

Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com
Westhill Business Centre, Arnhall Business Park, Westhill, Aberdeen, AB32 6UF



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Booking Conditions

Tour Operator

Scotlandbybike.com

Westhill Business Centre, Arnhall Business Park, Westhill, Aberdeen, AB32 6UF

Tour Booking Form

By signing the booking form you accept the Terms and Conditions as a binding contract between Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com and you, the participant. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com cannot accept any tour participant without a duly signed booking form. Please read our Booking Conditions carefully.

Release and Waiver

Every participant of a tour operated by Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com is required to accept and sign a release and waiver form before the start of the tour. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com cannot accept any tour participant without a duly signed release and waiver form.

Agents and Representatives

Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com agents and representatives represent Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com but are not a party to this contract. Nor are they responsible or liable for failure to provide any service as may be described in our literature pertaining to the contract.

Reservation and Deposit

For the tour a booking deposit of £100 per person is required at the time of booking. This deposit secures a place on the tour. The balance is due 60 days before the tour starts. If the total balance is not received 60 days before tour start, Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com reserves the right to treat the reservation as cancelled and charge the cancellation fee. Cheques to be made payable to Scotlandbybike.com and the completed, signed booking form should be returned to Scotlandbybike.com, Westhill Business Centre, Westhill, Aberdeen , AB32 6UF, Scotland.

Photo and Video Material

Photos and videos produced by Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com or its representatives on tour are the property of Scotlandbybike.com. The copyrights rest with Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com can use all of this material for advertising and marketing purposes, including images in which individual tour members can be recognized, without any charge to the tour member for the use of such material.

Passport, Visa, Driving and Health Regulations

The customer is responsible for complying with above regulations and all consequences resulting from noncompliance.



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Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com is responsible for providing the services listed in the tour description according to the local standard and the accurate description of services offered in its literature. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com carefully selects and constantly checks its contractors, such as hotels and restaurants. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com is responsible for conscientious travel preparations. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com is not responsible or liable for any accidents. Scotlandbybike.com reserves the right without prior notice to withdraw any part or all of a tour, to make such changes as may be necessary, and the extra cost, if applicable, resulting there from, shall be paid by the customer. Furthermore, it is agreed and understood that the owners, operators and agents of this tour including Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com are not the guardians of any customer's safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or the client's participation in connection with the tour, which might result in injury, death or other damage to the client, his property, or his family, heirs, or assigns. The liability of Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com as the tour operator is limited to a total of three times the tour price irrespective of the title/claim. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com is not responsible for any delays, changes in schedule or other conditions.

Alterations to tour schedule

Some tours operate on seasonal basis and where seasonal variance and/or weather conditions cause changes in the tour routing or accommodations, the itinerary will be adjusted accordingly and alternate hotels, restaurants and roads will be used.

Weather Conditions

Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com strives to schedule its tours at a time of the year when the weather in the touring area is usually pleasant for motorcycling. Many tours pass through areas where weather conditions can change very fast and significantly. Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

Printing Errors and Mistakes

Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com reserves the right to correct printing errors or calculation mistakes at any time.

Personal, Accident and Breakdown Insurance

Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com requires that all tour members obtain adequate insurance cover before undertaking a tour. Tour members will be asked to provide this assurance prior to the commencement of the tour. Insurers no longer issue green cards for many of our European destinations but you are advised to inform them of your travel plans prior to leaving the UK. Typically, breakdown insurance should cover costs incurred for the recovery, repair and/or repatriation of the bike; also hire costs for use of a machine during repairs. Please note, whatever type of cover you purchase, normally insurers use local services or motoring organisations in the country in question, though most provide a reasonable service, some may not be up to the standard enjoyed in the UK.



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Force Majeure

We will not make refunds or compensation payments under circumstances beyond our control. Such circumstances or events include, threat of war, riot, civil strife and unrest, industrial dispute, unavoidable technical problems with transport, closure of ports, port congestion, civil action, terrorist action, fire and adverse weather conditions.

Summary

By acceptance hereof, the applicant agrees that he has read and understood the terms of these booking conditions and agrees to be bound by the same. The applicant confirms that he/she considers him/herself medically fit to participate in the tour and that no warranty has been given by the company as to the medical condition of the applicant. Any information provided by the company in relation to travel details or requirements in respect of passports / id-cards, visas, vaccinations or other requirements, which should be required for trips to and throughout the UK is provided on a voluntary basis and is not to be relied upon by the applicant.

Stewart Buchanan and Kate Buchanan trading as scotlandbybike.com reserve the right to accept, decline or retain any customer from any tour/rental at any time, and to cancel any contract on grounds of non-compliance with these Terms and Conditions, those of the Contractor or local traffic regulations. In such circumstances no refund will be due. Customers agree to accept the authority and rules of scotlandbybike.com, its Contractors and guides.