



Terms and Conditions



Contents

- General:..... 2
- Supporting Conservation, Local Businesses and Communities:..... 2
- Booking Process (Tours): 3
- Pricing Structure (Tours): 4
- Booking Process (Consultancy, Research and Genealogy): 5
- Pricing Structure (Consultancy, Research and Genealogy): 6
- Luggage and Sporting Equipment:..... 6
- Children: 7
- Physical Limitations, Disabilities and Medical Conditions:..... 7
- Special Requirements: 8
- Changes by You (Tours):..... 8
- Changes by Us (Tours): 8
- Cancellation by You:..... 9
- Cancellation by Us: 9
- Missed Departures: 10
- Refusal of Travel:..... 10
- Smoking: 10
- Feedback and Complaints:..... 10
- Force Majeurs: 11
- Governing laws and Jurisdiction:..... 11
- Privacy Policy and Use of Personal Data: 11
- Website (including use of Cookies): 13
- Social Media: 13
- Contact:..... 14



***Highland Historian: Heritage Consultancy & Bespoke Tour Guiding with Andrew Grant McKenzie MA (Hons) FSA Scot* (“the Company”) accepts your (“the Customer”) appointment or booking for our range of Consultancy Services and Tour Guiding under the following terms and conditions:**



General:

2

These terms and conditions along with any other written information prior to confirming your booking, shall form the basis of the contract with *Highland Historian: Heritage Consultancy & Bespoke Tour Guiding with Andrew Grant McKenzie MA (Hons) FSA Scot* ('us', 'we' or the 'Company') in respect of the Consultancy Services and/or Guided Tours to be provided by us. Please ensure that you read these carefully and contact us with any questions before you agree.

By booking your Consultancy Services or Tour with the Company, you are accepting the terms and conditions laid out here.

Within the terms, 'you' and 'your' means all persons named on the Tour booking or individuals and companies requesting Consultancy Services. The 'contact' specified in the Tour booking process must be over 18 years of age, must be one of the persons on the tour, will be responsible for all persons on the tour and will be deemed to have accepted the terms on behalf of all passengers named in the booking. None of these terms and conditions are intended to contravene or contradict regulations, acts or laws and where there is any contradiction Scots Law will always supercede these terms and conditions.



Supporting Conservation, Local Businesses and Communities:

Highland Historian will always encourage clients to support local businesses and local communities, particularly in efforts to preserve and conserve heritage (including natural), culture, traditions and histories, as well as the historic sites and areas of natural beauty that we visit on tours. This will include the encouragement to spend money where that money will be kept in the locality and used to support local businesses, community and conservation efforts. If you wish to ask about this on or before your tour, please do.

This is done as part of the overarching *Highland Historian* ethos to encourage best practice in conservation management and to support the work of those who aim to conserve our fragile heritage. We do not encourage visits or spending of money in return for any kind of reward from third party companies.



Booking Process (Tours):

Bookings can be made via www.highlandhistorian.com and/or by contacting us via email at andrew@highlandhistorian.com

TOUR DATES WILL NOT BE CONFIRMED OR SECURED UNTIL PAYMENT IS MADE IN FULL.

Your booking is only confirmed when we have issued your booking confirmation e-mail, at which point a binding contract exists between us. Unless otherwise agreed, confirmation will only be issued once payment is received in full.

We cannot be held responsible if any tour dates you are interested in become fully booked or otherwise unavailable before we have received payment from you.

The booking process is as follows:

1. Initial contact is made and discussions about itinerary and agreement on quotation takes place. There is room to change and develop plans throughout this stage.
2. Once agreed, a final **Itinerary** and **Invoice** will be issued along with these **Terms and Conditions**. The dates and tour are not confirmed until payment is made **in full**.
3. Payment is made in full to secure your booking. This can be done via bank transfer; cheque; card; paypal; and in some cases where agreed, cash payments. Where processes are slow, confirmation will only be issued when the payment has been processed. All payments must be made in £-Sterling (GBP).
4. You will receive a confirmation e-mail with your **receipt of payment** which will secure and confirm your booking.
5. Tour takes place. There is still opportunity to change plans, lengthen tours (at the cost shown in Pricing Structure which can be paid at the time) and add experiences. Any shortening of tours will not receive any complete or partial refund unless expressly agreed.

For cancellations and refund terms and conditions please see the sections on *Cancellation by Us* and *Cancellation by You*.



Pricing Structure (Tours):

This section covers all Guided Tours provided by Highland Historian.

Where applicable, admission fees or on-site guided tours not provided by us are not included in the Tour price unless detailed in the Tour Itinerary. Accommodation costs and food costs are also not included in the pricing. This includes the accommodation, food and any admission fees which may be necessary for Andrew, which will be paid by the client.

We can endeavour to assist you in booking your accommodation within the price bracket specified by you and by assisting you with advice on accommodation providers. Accommodation booking arrangements are provided independently by third party accommodation providers and are subject to their terms and conditions and any contracts undertaken are between you and the Third Party accommodation provider.

Such arrangements are made independently of us, irrespective of any help or assistance which the company may provide in securing such accommodation. The costs of any special requests or supplements are governed by the policies of the relevant accommodation providers or other suppliers.

When booking your own accommodation it must be in the agreed overnight stop location (contact us for more information) or we will be unable to drop customers off and collect them. If no accommodation is available in the location, any alternative accommodation locations must be agreed and the Itinerary updated before booking. Failure to do so will leave you responsible if we are unable to provide the agreed Itinerary.

The pricing structure for tours are set out below:

Pricing given in £-Sterling (GBP)		
Tours		
Prices do not include food, accommodation or admission prices		
Item	Item Description and Limitations	Unit Cost
1 Hour	For short tours (per hour) and additional hours	£50
½ Day Tour	Up to, but not exceeding, 5 hours	£250
Day Tour	Up to, but not exceeding, 8 hours	£400
Long-Day Tour	Over 8 hours (not including long-distance charge if applicable)	£550
Multi-Day Tour	Cost per day which includes overnight (last day will be charged at <i>Day Tour</i> unless it's a <i>Long-Day Tour</i>)	£550
Long-Distance (fuel)	For days of 100 miles or more driving	£75
Outdoor Transfers	For Outdoor sports for one day (including equipment transport for skiing, cycling, mountaineering, climbing etc.).	£250



Booking Process (Consultancy, Research and Genealogy):

This process covers all Consultancy Services, including any research work and genealogical enquiries. Bookings can be made via www.highlandhistorian.com and/or by contacting us via email at andrew@highlandhistorian.com

Due to the wide range of consultancy services that we provide and the varying project types that you may wish us to be part of, booking these in and payment for services will understandably be guided by the circumstances and the terms and conditions of each consultancy contract. The following will be correct for all situations unless discussed and agreed as part of our contract:

5

The booking process is as follows:

1. Initial contact is made and discussions about requirements takes place. There is room to change and develop plans throughout this stage.
2. Where agreed as required or necessary after being requested by you, a free consultation meeting will be arranged in which you will have the opportunity to clearly outline required outcomes of the engagement. Any travel, food and accommodation where required must be paid for by the client (you) at cost.
3. Once agreed, a final **Project Outline** and **Quotation** with payment schedule will be issued along with these **Terms and Conditions** and a request for **Formal Acceptance** of these documents. This will form the basis of our Consultancy Contract. As the "Contractor", we will then be able to discuss acceptance of your contract if there is one, or to begin work on the project.

Any changes in the project or the quotation will be discussed and formal acceptance requested before additional work is started.

4. Upon completion of smaller projects, an **Invoice** will be issued with a payment deadline. Longer and larger projects will be broken up into sections and a payment schedule. Upon completion of each section of work a **Partial Invoice** will be issued and any further work on the project will be delayed until payment is made or guaranteed. Upon the last section of work being completed a **Final Invoice** will be issued with a payment deadline.

Failure to pay by the deadline will result in legal advice being sought and will potentially lead to legal action being taken. All payments must be made in £-Sterling (GBP).

5. You will receive a confirmation of payment e-mail with your **receipt of payment**. This will conclude the consultancy work.

Any written work, film and images created for or used for project work, including published work, will remain copyright and the property of Andrew Grant McKenzie MA (Hons) FSA Scot, unless specifically agreed as part of a consultancy contract.



Pricing Structure (Consultancy, Research and Genealogy):

Consultancy services include, but are not limited to, heritage management consultation, historical research for sign production or production of published materials, any other research projects and genealogical enquiries. In all cases, the pricing structure below will be used as a guide to provide the customer with an accurate quotation for the time required and the pricing of the service.

Where applicable; accommodation, food and any admission fees which may be necessary for Andrew are not included in the pricing and will be paid at cost by the client.

Pricing given in £-Sterling (GBP)		
Consultancy, Research and Genealogy		
Prices do not include food, accommodation or admission prices		
Item	Item Description and Limitations	Unit Cost
1 Hour	For lectures, research or consultancy work	£50
½ Day	Up to, but not exceeding, 5 hours	£250
Day	Up to, but not exceeding, 8 hours	£400
Long-Day	Over 8 hours (not including long-distance charge if applicable)	£550
Long-Distance (fuel)	For transport to research/meetings of 100 miles or more driving	£75
Published Materials		£POA
Public Transport	For costs of travelling to research/meetings	£COST



Luggage and Sporting Equipment:

Passengers are normally restricted to one medium sized suitcase/bag (maximum weight 15 kilos) and one carry-on bag per person. If there are additional luggage requirements, please make this clear in initial contact before confirming your booking. Luggage is carried free but at your own risk. It is your responsibility to make sure that the item of luggage is fit for travel, sturdy and waterproof. If leaving luggage in the Highland Historian tour vehicle, it is left at your own risk. Whilst our insurance does include some items, it's purpose is not to cover your belongings and we recommend you have your own insurance for your luggage and equipment.

Sporting equipment and luggage is insured to be carried with you in the Highland Historian tour vehicle to your destination, but again it is your responsibility to insure your equipment against theft and damage. Items will be carried in the safest possible way and if you have any queries about the way items will be carried, please ensure that you contact us before booking. Any decisions over the security of your equipment and luggage will remain your responsibility.



Children:

Under 18's must be accompanied by an adult. Tours with children are not discouraged, but there are some complications caused by the legalities of travelling with younger children in vehicles.

Where travel in the Highland Historian tour vehicle is required, any children travelling must have a child seat provided if required under Scots Law. It is your responsibility to check the law and with us on booking. Responsibility for the provision of safe and legal child seating will be yours and we (the driver) will ensure that it is securely fitted and used during transport in line with the law.

We reserve the right to say no to tours if there will be seat-fitting issues, or at short notice if no child seating is provided or there are any issues that would result in the law not being followed where child seating is concerned. In these cases no refund will be offered. We will always check if there are children included in the tour party before confirming any booking and it is your responsibility to inform us and arrange seating provision.



Physical Limitations, Disabilities and Medical Conditions:

We will do everything we can sensibly do to accommodate disabilities and medical conditions. If you or any member of your party has a physical limitation, disability or medical condition which may hinder their ability to travel on a tour we ask that you provide us with full details at the time of your booking enquiry to enable us to advise as to the suitability of your chosen itinerary.

If we are not informed by you then we cannot be held responsible for any cost or inconvenience incurred if we are unable to accommodate you or a member of your group. In the event of information not being made available, no refunds will be given for sections of the itinerary that cannot be completed due to these limitations.

If we are unable to accommodate the needs of the person(s), after acting reasonably, we will not confirm your booking or if you did not disclose the relevant details at the time of booking we shall cancel your booking and apply the relevant cancellation charges.

Please be aware that the *Highland Historian* tour vehicle is a Land Rover Defender 110 XS which requires passengers to be able to step up into the vehicle. No liability will be accepted for you being unaware of or unprepared for this.

Andrew (*Highland Historian*) is a type 1 diabetic and is insulin dependent. Having been diagnosed at the age of 10 months old, this has not prevented Andrew from being active in mountaineering, climbing, cycling and other endeavours. Andrew maintains good health and will ensure that his bloodsugar is monitored during your tour. No issues are foreseen as a result of this condition, but if there are any queries, do feel free to speak to Andrew directly at any time.



Special Requirements:

Any special requirements must be raised at the time of your booking enquiry. We will try to meet any reasonable special request but we cannot guarantee that they will be available and failure to meet any special request cannot be classed as a breach of contract on our part. If appropriate, we will pass on any special requirement requests to third party companies but we are not responsible for their failure to fulfil your request.



Changes by You (Tours):

If you want to alter any part of your confirmed booking, the 'Contact' named on the booking documents should contact us in writing as soon as possible. We will do our best to cater for your required changes but can offer no guarantee that we will be able to meet the request.

Where we can help with a change request, you will have to meet any other costs incurred by us and changes may result in a change in quotation and invoicing. No refunds will be given after booking if changes incur a reduced cost. Where we are unable to meet your request and you no longer want to travel on the basis of the original booking, this will be treated as a cancellation. Please see the section on *Cancellation By You* for details.

For the avoidance of any doubt, no changes will be confirmed until full payment of all applicable fees have been received.



Changes by Us (Tours):

No plan survives first contact. We run a Company that prides itself on the ability to be flexible and to ensure that the best Tour possible is delivered despite any obstacle, be it inclement weather, traffic problems, access to sites or attractions or other matters outwith our control.

While the Company shall endeavour to do everything possible to provide the tour itinerary as planned, we reserve the right to amend tour itineraries at any time. We will advise you at the earliest opportunity if there are necessary changes to your tour.

In the unlikely event that a tour has to be significantly changed, we will contact you immediately so that you can decide how to proceed. In a situation where this occurs and is outwith our control (i.e. no alternative itinerary is possible) you will be entitled to (a) take the tour at a mutually convenient date or (b) cancel your booking and a full refund of monies paid will be refunded to you. This process will be initiated by us.



Please be aware that in Scotland, the nature of road travel involves risks, weather issues and road conditions which are outwith our control. We cannot guarantee any departure or arrival times at any destination on a tour.

In the event of a vehicle breakdown or similar events outwith our control during your tour, we will ensure that every attempt is made to continue the tour as planned with changes agreed at the time. If this results in major changes we will offer a full refund of the sections of the tour that were missed.



Cancellation by You:

If you wish to cancel your tour booking after the booking confirmation has been issued, the 'Contact' should inform us in writing as soon as possible. The date of cancellation will be date such written notification is received. In the event of cancellation by you, cancellation charges are applicable.

We will always consider individual circumstances as we do know that sometimes things are outwith your control, but this must be investigated before any decision is made. Contact us to discuss as soon as you become aware of anything that may lead to a cancellation.

Charges for cancellations:

1. Cancellation Date (C.D.) **more than 8 weeks** before the tour date: **25%** of the total price will be charged (75% will be refunded).
2. C.D. within **8 weeks up to 1 month** before the tour date: **50%** of the total price will be charged (50% will be refunded).
3. C.D. within **1 month up to 1 week** before the tour date: **75%** of the total price will be charged (25% will be refunded).
4. C.D. within **1 week up to the date of the tour** or a 'no show' on the tour date: **No refunds** will be given.

In addition to the cancellation charges above you may also be liable for cancellation charges by third parties, such as accommodation providers.



Cancellation by Us:

In the event of circumstances outwith our control or that cause unmanageable risks to you, we reserve the right to cancel your tour. In this event, we will always refund any monies in full paid by you to the Company.



Missed Departures:

You are responsible for being at the agreed departure point at the time agreed in the final itinerary. We are unable to accept any responsibility for your failure to do so, nor any costs or expenses incurred by your failure to do so. No monies will be refunded for any missed departures.



Refusal of Travel:

The Company operates on zero tolerance to bullying and harassment. We reserve the right to prevent any person from travelling with us if their conduct or manner causes offence or upset to us or other clients.

We reserve the right to refuse travel to any person under the influence of alcohol or drugs. We will refuse travel to any person who is displaying medical symptoms which may infect others. In these cases, no refunds will be given and tour fees must be paid in full. We will have no further liability to you or your group. In cases where the law is broken, the police will be contacted immediately.



Smoking:

Smoking is illegal inside a vehicle in Scotland. No smoking is permitted in the *Highland Historian* tour vehicle. It is illegal to smoke in some public spaces and is not advisable to smoke in some outdoor areas. There will be regular stops on our tours and if in doubt, please ask.



Feedback and Complaints:

We would encourage all feedback, both positive and negative, which will ensure that our services continue to improve. We would also encourage any feedback, positive and negative, about third party suppliers (sites visited etc.). Any complaint relating to accommodation should, initially, be raised with the provider.

Your feedback will help us to advise future clients, but also give us insights into what worked or could have been better for you on your tour. Any feedback that you would like us to pass on to third parties can also be passed on formally.

In the event that you may have a complaint during the tour then please bring this to our attention as soon as possible and we will do our best to resolve the matter fairly.

If your complaint is not dealt with to your satisfaction then please contact us at andrew@highlandhistorian.com in the first instance, providing details so that we can



consider your complaint. We ask that any complaint be brought directly to us within 7 days of your tour so that our investigation of the complaint is not affected.



Force Majeurs:

Unless otherwise stated within these terms and conditions, we will not have any liability to you if we are prevented from providing our obligations to you as the result of any event outwith our direct control, and/or the control of any supplier/provider. These events may include (but not limited to) war or threat of war; terrorist activity or the threat of such; civil commotion or riot; any action taken by a government or public authority; industrial action, collapse of buildings, fire, explosion or accident; traffic, road conditions or road closures; technical or mechanical breakdown; adverse weather conditions; natural disasters and all similar events or circumstances.

11



Governing laws and Jurisdiction:

These terms and conditions shall be governed by and construed in accordance with Scots Law and any matter or claim arising from them shall be dealt with only by the Scottish courts (save that you may wish to choose the law of England, Wales, Northern Island or Eire if you reside in any of those places).



Privacy Policy and Use of Personal Data:

For information on our use of Cookies and website data collection, please see the section on *Website (including use of Cookies)*.

We receive, collect and store any information you enter on our website or provide us in any other way. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

We may use the information we collect from you when you contact us, book, make a purchase, surf the website, or use certain other services offered by us. The information that we collect and store relating to you is primarily used to enable us to provide our services to you. In addition, we may use the information for the following purposes:

- To meet our contractual commitments to you and provide our services.
- To provide our Users with ongoing customer assistance and technical support.
- To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages.



- To notify you about any changes to our Website, such as improvements or service/product changes, that may affect our service.
- To provide you with information requested from us relating to our products or services and to provide information on other products which we feel may be of interest to you if you have consented to receive such information.
- If you are an existing customer, we may contact you with information about goods and services similar to those which were the subject of a previous sale to you.
- To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services.
- To comply with any applicable laws and regulations.

If you don't want us to hold or process your data anymore, please contact us at andrew@highlandhistorian.com.

Please be advised that we do not reveal information about identifiable individuals to our advertisers but we may, on occasion, provide them with aggregate statistical information about our visitors such as your area of residence or age group.

Information that is collected is securely stored in compliance with the General Data Protection Regulation (GDPR) and is never shared with third parties. Your information will only be stored for as long as it is necessary to provide you with the service for which you require from us. Information will only be disclosed if we are legally obliged to do so in accordance with the law.

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information unless we provide users with advance notice.

We may contact you to notify you regarding your booking, to troubleshoot problems with your booking, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce Scots Law, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.



Website (including use of Cookies):

The website referred to here is www.highlandhistorian.com. This website is created using *Wix Business Solutions*. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

Our website uses Session (Transient) and Persistent (Permanent or Stored) Cookies for security and tracking purposes. Cookies are small pieces of data stored on a site visitor's browser, usually used to keep track of their movements and actions on a site.

Session (Transient) Cookies: These cookies are erased when you close your browser, and do not collect information from your computer. They typically store information in the form of a session identification that does not personally identify the user.

Persistent (Permanent or Stored) Cookies: These cookies are stored on your hard drive until they expire (i.e. they are based on a set expiration date) or until you delete them. These cookies are used to collect identifying information about the user, such as Web surfing behavior or user preferences for a specific site.

Wix business solutions (e.g. Wix Stores, Wix Restaurants, or Wix Bookings) and third-party apps may use cookies that we do not create or store. In accordance with GDPR, this section of our terms and conditions and our Privacy Policy are here for website visitors' information.

Third-party services, such as Google Analytics or other applications offered through the Wix App Market, use cookies and other tracking technologies through Wix's services. They may have their own policies regarding how they collect and store information. As these are external services, such practices are not covered by our own or the Wix Privacy Policy.

In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page.



Social Media:

We use social media regularly in the running of our business. Communication, engagement and actions taken through external social media platforms that this company participates on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively. Users are advised to use



Highland Historian

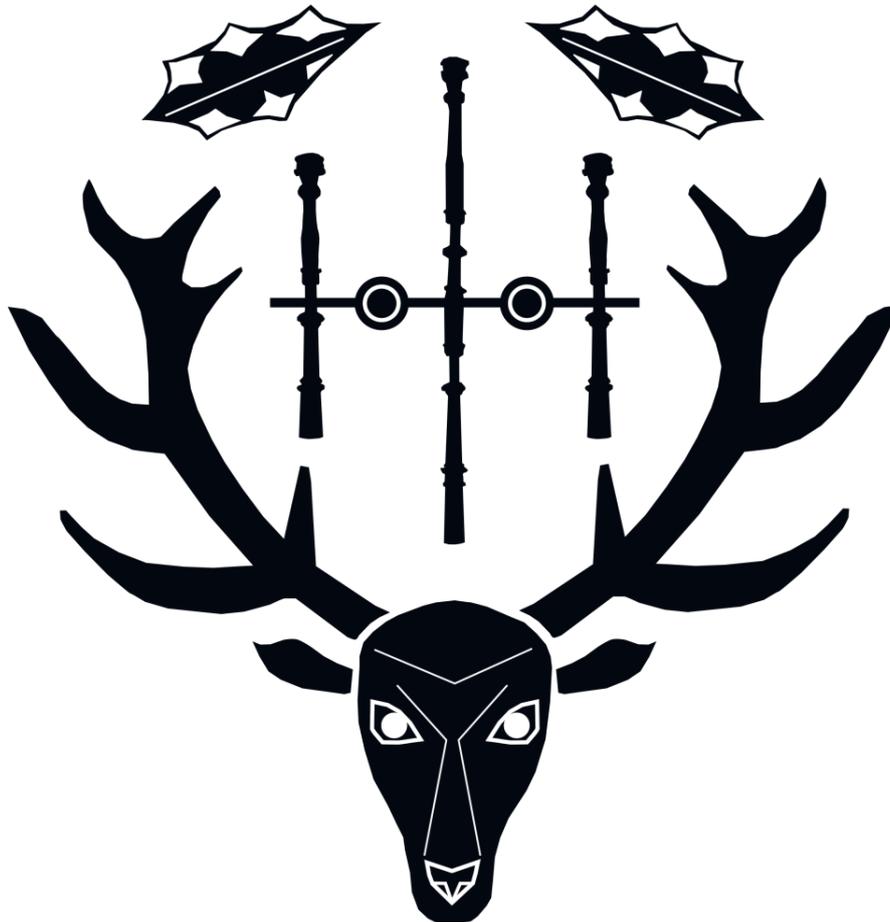
Heritage Consultancy & Bespoke Tour Guiding with
Andrew Grant McKenzie MA (Hons) FSA Scot



social media platforms carefully and engage upon them with due caution in regard to their own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact us through private messages and e-mail or by telephone.

Our website may use social media 'like', 'follow' and 'share' buttons which help share web content directly from web pages to the social media platforms. Users are advised before using such social media buttons that they do so at their own discretion and note that the social media platform may track and save your request to share a web page respectively through your social media platform account.

14



Contact:

We welcome any queries, comments or request that you may have regarding our service or this policy. Please do not hesitate to contact us at the following:

E-mail: **andrew@highlandhistorian.com**

Telephone: **+44 (0) 7867 526 051**