



Provision of Storytelling Suppers

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 8 & 11.

OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters 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) **Reference Number:** the unique number issued to You on Our acceptance of Your Booking;
- (e) **Service(s):** the identified walking tour and/or provision of guides We will provide to You as specified in Your Booking and/or on Your Ticket;
- (f) **Terms:** these terms and conditions, as updated from time to time;
- (g) **Ticket:** the ticket provided or made available to You;
- (h) **We/Our/Us:** Mercat Tours Limited, company number SC214665, registered office at Mercat House, 28 Blair Street, Edinburgh EH1 1QR;
- (i) **Working Day:** any day which is not Saturday, Sunday, or a local public holiday in Edinburgh, and
- (j) **You/Your:** the consumer making the Booking and/or the Ticket holder.

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 and/or Ticket are complete and accurate, before continuing with the Booking.
- 2.3 Bookings can be made in person, over the telephone, on Our website (www.mercattours.com) or via email.
- 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 accepting payment from You for the full price and issuing You with a Reference Number and/or Ticket, if applicable. When We issue Your Reference Number, 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.

3. NON-REFUNDABLE AND NON-TRANSFERABLE

- 3.1 Your Booking is valid only for the specific Service as detailed on Your Booking and/or Ticket issued. If You miss or arrive too late for the specified Service:
- (a) Your Booking is non-transferable, and
 - (b) unless clauses 10.1, 10.2 and 11.2 apply, Your Booking and/or Ticket is non-refundable.
- 3.2 We may at Our sole discretion, amend Your Booking to an alternative Service if this is possible.

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 correct and amend any errors contained in Our promotional material, website or any of Our other documents at any time.
- 4.5 If You do not pay Us for the Services when You are supposed to as set out in clause 7, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts.

5. YOUR OBLIGATIONS

- 5.1 You must not attempt to make a Booking for a child(ren) under the age of 5.
- 5.2 You will arrive 15 minutes prior to the start time, at the designated starting point, Canonball Restaurant, Royal Mile. If You arrive late for the Service, as determined by Our representative, clause 3 above will apply.
- 5.3 Please bring Your Reference Number and/or Ticket and show it to Our representative as proof of Your Booking.
- 5.4 You are obliged to comply with these Terms at all times.
- 5.5 You must act reasonably and co-operate with Us in the provision of Services to You.
- 5.6 In the interests of health and safety, You must comply with all reasonable verbal instructions and requests from Our representatives during the Services.
- 5.7 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.
- 5.8 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 The Price of the Services includes VAT, unless stated otherwise.

7.2 You may either pay in cash or by debit/credit card.

7.3 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.

7.4 Payment must be made in full at the time of Your Booking.

7.5 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) If the minimum numbers (15pax) have not been reached to operate the event; or
 - (b) due to an Event Outside Our Control; or
 - (c) 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.
- 12.1 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 SC214665 and Our registered office is at Mercat House, 28 Blair Street, Edinburgh EH1 1QR. Our registered VAT number is 860 1094 48.
- 13.2 If You have any questions or complaints, please contact Us. You can contact Us by telephoning Our team on +44 (0) 131 225 5445, by fax on +44 (0) 131 225 5443 or by e-mailing Us at info@mercattours.com.
- 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 fax, 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.
- 13.4 Further information on the Services can be found in the relevant FAQ section of Our website (www.mercattours.com).

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.