



Terms & Conditions

Highland Roots Ancestral Tours, LLC ('the Company')

Registered at:

**State of Tennessee, Secretary of State
State Capitol, Nashville, Tennessee**

These Terms & Conditions (the "Agreement") describe what you are legally entitled to expect from us, in addition to your obligations as a customer. The terms "the Company", "we", "us", "our" refer to 'Highland Roots Ancestral Tours, LLC'. The term "you" refers to the customer visiting our website, booking a reservation through us or otherwise using our services.

By booking your tour with the Company or using our website, you are agreeing to be bound by the terms of these Terms & Conditions. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (1) the cancellation of your tour booking, (2) your forfeiture of any monies paid for your tour.

You represent and warrant that (1) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (2) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (3) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

Tour Policy

We only provide exclusive and private tour services which are intended for your group only. We do not add other groups to your tour, nor do we accept bookings for individuals joining together to fill our seats. Our tours are not designed for split groups and your booking may be cancelled if we suspect this is the case.

All tours are "non-smoking". Tobacco use will be restricted to outside the tour attractions, accommodations and vehicles.

Tour participants will be responsible for booking their own flights. Prices for flights are not a part of the tour package costs. The Company will advise you of the appropriate time and city of entry into Scotland for meeting the tour group.

Tour Prices

All tour prices are quoted per tour, calculated on a daily basis and are dependent on the number of persons on the tour. All prices are quoted in United States of America dollars and cents. Tour prices include exclusive use of a private vehicle, the services of a driver/guide, car parking fees, ferry crossings and local taxes. By making payment of a deposit you hereby agree to these Terms & Conditions.

Tour prices are final at the time of booking. If you do wish to amend or adapt any portion of your tour, following the payment of the balance, we will do our utmost to accommodate you, though some changes may incur an extra cost. Any amended totals will be highlighted to you prior to payment of the balance.

Tour Booking and Payment

A 20% deposit is required at the time of booking to secure your tour dates. The individual who pays the balance is deemed to have done so on behalf of the tour party. Payment of deposit will be taken as confirmation that you have read, understood and agree to these Terms & Conditions.

Payment of balance is due 8 weeks prior to your departure to Scotland. If any bookings are made within eight weeks of your tour date, full payment will be requested for your tour.

Privacy Policy

The Company is committed to protecting the privacy of our website visitors and your personal and credit information. Your information will be used for the booking of these tour events and reserving your accommodations. In so doing, your personal and credit information may be shared with the hotels/accommodations/events in which you will be staying/participating. The Company holds no responsibility for the use of your information by these vendors. Unless specific permission is granted to the Company for marketing purposes in the form of testimonials, your personal information will not be shared with the website community. Your personal contact information will be shared with your co-travelers, unless requested otherwise, to enhance the enjoyment of companionship with your fellow clansmen and women. Your information will be placed in the Company databank for future information sharing of planned tours/services.

You are responsible for providing accurate information to the Company. Before you disclose to us any personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy. Your signature on this document signifies your agreement as stated in the Privacy Policy.

Cancellation Policy

In the unlikely event of any cancellation by the Company any monies paid by client will be fully refunded.

In the event of client cancellation prior to 8 weeks before departure date, at which time the balance of the tour price will become due, full payment minus deposit and any third party costs incurred, will be returned. In the event of a cancellation of multi day tours or overnight extended touring by the customer, cancellation charges shall be as follows:

- Cancellation not less than 8 weeks prior – fully refundable less deposit
- Cancellation 8 to 4 weeks prior – fully refundable less 75% of the value of the trip
- Cancellation within 30 days – non-refundable

If the tour is reduced or cut short whilst on tour by the client no refunds are available under any circumstances.

Accommodations

Please note that we arrange or book accommodations, providing you with opportunities to stay in areas associated with your clans' lands. Any deviation from the planned accommodations will be made on your own. The Company will not be responsible for accommodations not booked with the tour. Also note that you will be responsible for arriving on time and transportation for the departure of the tour group for any day tours/ events and that the tour group will leave on time.

Insurances

The Company and its contracted vehicle(s) are insured for passenger and third party claims, as required by law. However, whilst every care is always taken, customers' personal property is carried entirely at their own risk and no responsibility can be accepted for loss or damage thereto. Customers are therefore strongly advised to ensure that they carry adequate and relevant travel, medical and cancellation insurance. In the event of client illness, then the relevant client must accept responsibility for any medical costs incurred and the Company shall not be liable to refund any part of the tour cost. It is incumbent on each client to ensure that insurance cover held is both current and adequate for the particular needs of such client and/or group for which such client is responsible. All visitors to Scotland from overseas must have insurance to cover accident and repatriation.

Liability

The Company accepts no liability for loss, damage, delay, inconvenience, or direct or consequential loss, however caused, unless due to our negligence, in which case our liability is limited to a maximum of the tour cost. Any activities such as walks or visits to attractions are completely at the clients own risk.

The Company will use all reasonable means to ensure that the vehicle arrives on time to begin the tour and that it reaches its destination on time. The Company will not incur any liability whatsoever in the event of any delay due to causes or circumstances beyond it control.

Third Party Services

The Company website (www.highlandrootsancestraltours.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in the Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators, other than Highland Roots.

Certain services made available via the Company's website (www.highlandrootsancestraltours.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the Highland Roots Ancestral Tours domain, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Company's users and customers.

Changes to these Terms & Conditions

The Company reserves the right, in its sole discretion, to change the Terms under which Highland Roots Ancestral Tours is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our update.

Carol Millican Morris

Highland Roots Ancestral Tours, LLC

By my signature and date, I hereby agree to and accept these Terms & Conditions:

Signature

Printed Name

Date