

## **Walking Support - Terms and Conditions of Trading**

### **General Conditions.**

It is acknowledged that in using Walking Support's booking services beyond the enquiry stage there will be a fee charged by Walking Support and payable to SCSupport Ltd (our registered business). This applies to all walking holidays or events arranged by Walking Support as per the table below, and to the luggage transfer services provided directly via Walking Support.

The planning and booking fee is based on a percentage of the cost of the booked items and varies dependent on the number of persons in the party. This fee is totally inclusive and there are no other charges made to cover communications or banking charges other than those associated with on-line payments using debit or credit cards and international transaction, these being detailed below.

### **Payment Scheme.**

Walking Support will receive the full cost of the walking service directly and be responsible for the payment of all accommodation or service providers used to deliver the complete package. This payment will include the cost of services plus the all inclusive fee content and the total sum will be paid to SCSupport Ltd in two elements. These elements are shown below, (A) being for all walking holidays or events arranged by Walking Support and (B) being for our direct baggage transfer service.

#### **A**

1. The initial payment will be a non returnable deposit at the time of accepting our estimated plan and it will be based on 50% of the fee estimated for all walking holidays or events arranged by Walking Support. Without this payment work on securing the service will not proceed.
2. The second payment will be the balancing sum between the final package cost and payment (1) and will be due no later than 3 weeks prior to the first element of service being provided. In the case of the booking being made less than three weeks from the start of the service there will be only one payment that will have to be made immediately the service is requested.

For Walking Support's directly delivered baggage transfer services on the Borders Abbeys, Sir Walter Scott and Southern Uplands Ways or special transfer payment will again be in two stages and the total cost will be as defined within our literature and website material, this being an all inclusive charge.

#### **B**

1. The initial payment of 25% of the total cost due at the time of confirming the order. Only once the initial payment is received will we schedule the work and thereby guarantee the service. This is a non returnable payment except in exceptional circumstances, or where Walking Support is unable to deliver due to exceptional circumstances.
2. The balancing 75% is required to be with Walking Support at latest the day prior to the first movement. Failure to make that payment may result in the collection not be made one the first and subsequent days.

Where Walking Support is providing both the walking holiday / event arrangement and the baggage transfer direct service, the payment scheme that will apply is (A) and the total cost will include all services including the baggage transfer provide directly by Walking Support.

Where a booking is altered from the time of acceptance to the time of completion of the holiday and the value of the services arranged alters, the fee will be based on the higher of the two sums.

In the case of a service being amended between the time of the second payment and the completion of our service delivery there may be a need to issue a third request for payment to reflect the change in service delivery.

**Cancellation / Liability.**

The client will be responsible for the payment of all charges as stated in the agreed package and should they fail to honour the booking for any reason the client will be responsible for all accommodation and service costs and booking fees as if the accommodation and service had been used. Walking Support will however try on behalf of the client to recover as much of the accommodation and service costs as possible, this being likely to be approximately:

- Up to 2 months in advance - 80%
- Up to 1 month in advance - 50%
- Up to 2 weeks in advance - 25%

In all cases Walking Support will endeavour to achieve the best possible return for the client. The fee element already defined will not be refunded.

When a holiday has to be cancelled in whole or in part as a result of events beyond our control (force majeure) we accept no responsibility for the resulting loss to the client and no refund will be payable.

Walking Support does not provide any insurance cover within our costs for the client in terms of cancellation of the bookings. We can however advise on where such cover can be purchased and would strongly advocate the client considering such cover.

Neither do we have cover for theft or damage to luggage during the period of transfer as we have no way of knowing the value or content of the baggage or contents. We will provide up to the value of the transfer cost if the loss of luggage is shown to be our fault, or if the damage can be accredited to Walking Support. We strongly advise persons using this service not to place valuable items or delicate pieces within the luggage unless their presence is absolutely necessary.

**Booking Fees.**

This is made up of a single percentage fee based on the purchased services required by the client dependent on the number in the group associated with this booking. There is no booking fee for the purchase of our direct baggage transfer service when it is purchased as a single item and not part of an overall walking holiday or event.

The fees are calculated in all cases, except for booking of tent pitches\*, on a percentage basis, the fee being all inclusive of any taxes or levies that might apply.

The fee percentage is dependent on the number in the walking party. The table below details this figure.

Number in the Party / Group	Fee Percentage
1	25.00
2	20.00
3	15.00
4	14.25
5	13.50
6	13.25
7	12.75
8	12.25
9	12.00
10	11.25
Over 10	10.00

The percentage is applied to all items booked as part of an overall walking holiday or event be it accommodation, travel, baggage handling services and any other requested service.

\*The only exception applies to the booking of low cost accommodation such as tent pitches. In such cases the accommodation fee element of the booking will be £2 per person per night or the percentage booking fee as detailed above whichever is the greater. All other services will attract the percentage fee appropriate for the party size.

#### **Payments.**

Payment can be made by cheque or bank transfer payable to SCSupport Ltd, on-line payment (a handling fee will apply) and by cash. All payments will be supported by either an invoice or receipt.

The cost of using an on-line payment with either a debit or credit card is 3.9% on the transaction value and will be detail as such on the electronic invoice.

Late payment against any invoice may be surcharged at a rate of 5% per each week of delay.

All invoices and payment will have to be in £ (sterling). If the client is making payment from a non-sterling account to our account they will have to cover any currency transfer charges and at both the paying and receiving banks. Any currency variations between the time of payment request and payment will be a client's liability, so we do advise the client to fix the exchange rate at time of payment transfer.

If the "acceptance of transfer costs" is not ticked by the customer's bank or the customer then SCSupport will be entitled to invoice the customer again for the transfer costs and an administrative fee applied to cover our added administrative work in retrieving this sum.

All invoicing will be through and payments made to our parent company SCSupport Ltd., which is a Scottish registered company.

#### **Liabilites and Excusions.**

Walking Support excludes liability for death, personal injury, and damage to, or loss of personal or other property, however caused while the customer is on a walking holiday booked by Walking Support. Walking holidays and baggage transfer provision are entered into at the customer's risk, although we take all reasonable precautions to ensure customer safety, security and comfort.

If a customer is parking their car over the period of the walking holiday Walking Support accepts no responsibility for any damage or loss of the cars regardless of where it may have been parked.

When train or other transport tickets are booked by Walking Support on the customer's behalf this is done subject to the carrier's terms and conditions and we accept no liability for their failure to provide the contracted services.

Any claim for now performance made against Walking Support or its parent business SCSupport Ltd shall be limited to a maximum of the amount paid by the claimant for their individual holiday.

It is assumed that if a person or persons proceed to instruct us to plan and /or deliver a service that they have accepted these terms and condition of trading.

These terms and conditions are effective on all new enquiries from the 14<sup>th</sup> January 2010 until notice is given of any revisions.