

# **Integrity Voyages LLP** (including gotostkilda)

## Conditions of Contract for Supply of a Cruise/ Voyage/ Tour/ Trip or Skipped Charter Service

### 1. Definitions

1.1 In these Conditions of Contract ("Conditions") the following terms shall have the following meanings:-

"Charter Client" means the person booking a charter hire and "charter hire" means a booking made by a Charter Client;

"Client" means any person, firm, company, public authority or any other body contracting the Services under the Contract and his/its successors, personal representatives, servants, agents or employees, and for the avoidance of doubt, "Client" can mean a Charter Client, Group Client or Individual Client, depending on the context, and "all Clients" means Charter Clients, Individual Clients and Group Clients;

"the Contract" means the Contract between the Parties evidenced by the issuing of a ticket, the Supplier's acceptance of the Client's submission of the online booking form; the Client's acceptance of a Quotation issued by the Supplier; or the issuing of any other document clearly intended to have contractual effect and these Conditions form part of any Contract;

"cruise/tour/ voyages/ trip" means a cruise, tour, voyage and/ or trip booked by either an Individual Client or a Group Client, depending on the context;

"Group Client" means a Client who makes a booking for a party of more than twenty-five persons or such other number as the Supplier from time to time at its sole discretion may determine and "Group cruise/tour" means a cruise and/or tour booked by a Group Client;

"Individual Client" means a person who is issued with a ticket by the Supplier for the Services and who is neither a Group Client nor a Charter Client and "Individual cruise/tour" means a cruise and/or tour booked by an Individual Client;

"the Parties" means the Supplier and the Client;

"Quotation" means a quotation document provided by the Supplier to the Client, via the Supplier's website or otherwise, detailing the terms on which the Supplier is prepared to carry out the Services;

"Safety Rules" means the safety rules produced by the Supplier relating to the performance of the Services;

"the Services" means the services of boat cruise and/or bus tour or vessel charter hire performed for the Client by the Supplier, as the context requires;

“Supplier” means Integrity Voyages LLP, a limited liability partnership registered in Scotland (registered number SO304278 ) and having its registered at The Croft, Nethy Bridge, Inverness - Shire, PH25 3DF.

## CONDITIONS APPLICABLE TO ALL CLIENTS

### 2. General

2.1 The Supplier agrees to provide the Services under the Contract in accordance with these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any purchase order, specification or other document.

2.2 All Quotations and the acceptance by the Supplier of any bookings are on the understanding that the Client accepts these Conditions. These Conditions shall form the basis of the Contract unless expressly varied in writing by an authorised representative of the Supplier.

2.3 All Quotations are made without obligation on the part of the Supplier and the Supplier has the right at all times to vary the same.

2.4 Without prejudice to the generality of Condition 2.3, all Quotations are based upon information given to the Supplier by the Client at the time of the Quotation. Should such information prove inaccurate then the Supplier reserves the right to vary in writing the Quotation and/or the basis of acceptance of the booking as the case may be.

2.5 All bookings accepted by the Supplier shall specify the commencement time and duration where applicable for the provision of the Services.

2.6 The Services will be performed using reasonable care and skill. Reasonable endeavours will be made to commence and carry out the Services at the time(s) requested.

2.7 The Supplier shall not be obliged to provide any services other than those specifically provided for in the Contract. If additional services are required terms and conditions will require to be agreed in advance between the Client and the Supplier.

2.8 The Client will ensure that the Client, any member of its party, and its invitees, employees, agents and contractors comply with the Safety Rules and any reasonable directions and orders which may be given from time to time by the Supplier.

2.9 All passengers must behave in a manner that will not cause offence to fellow passengers or cause a safety hazard. The skipper of the Supplier’s vessel or the driver of the Supplier’s vehicle has sole discretion to refuse passage to any person who is or who, in his/her opinion, may become disruptive, or to land or disembark any such person at the first opportunity and the Supplier will not be responsible for any additional costs incurred as a consequence, nor for returning such person to the point of embarkation.

2.10 The Supplier reserves the right to amend or update these Conditions at any time prior to the Supplier’s acceptance of a confirmed booking.

2.11 In the event of performance of the Services being delayed due to any fault on the part of the Client, any member of its party, its invitees, employees, agents or contractors the Client will be responsible for meeting all additional costs, losses and expenses incurred by the Supplier as a result thereof.

2.12 The Supplier reserves the right to refuse any booking request.

2.13 All clients personal belongings and goods are brought and left on board the vessel at the passengers own risk. The Supplier can accept no liability for loss, theft or damage from any cause unless such loss, theft or damage arises from the negligence of The Supplier or its employees.

2.14 Clients shall be responsible for the behaviour of all passengers whom they have arranged shall travel with the Supplier and shall ensure that all members of their party are aware of the terms of these Conditions.

2.15 Any refund of the price or part of the price paid which is due to be made to the Client by the Supplier on cancellation in terms of these Conditions shall be paid within 30 days from the date on which the Services would have been provided but for that cancellation.

2.16 Clients must notify the Supplier prior to booking if they or any member of their party suffers from any disability. The Supplier will try to accommodate any such disability but cannot guarantee that it will be able to do so.

2.17 In terms of the Data Protection Act 1998, Clients and all members of their parties (if applicable) consent to the processing of personal data, including sensitive data, relating to the Client and all members of its party (if applicable) by the Supplier for the purposes of advertising, marketing and public relations for the Supplier's own purposes; the keeping of accounts and records; market research; trading; advertising, marketing and public relations. For the avoidance of doubt, "processing" of data shall exclude the transmission of personal data to third parties.

2.18 The supplier does not store clients credit card details, nor do they share customer details with any third parties.

### 3. Complaints

3.1 Any complaint or problem arising during a cruise/tour or charter hire should be raised with a crew member onboard the vessel or driver of the vehicle so that where possible this may be satisfactorily addressed immediately.

3.2 In the event of any complaint or problem arising before or after a cruise/tour or charter hire, the Client should contact the Supplier in writing at the address given in the definitions section above.

#### 4. Warranties & Liability

4.1 All vessels sail and all vehicles travel subject to weather conditions. The Supplier can accept no responsibility in the event that a charter hire or cruise/tour has to be cancelled because of adverse weather conditions. Where possible, 24 hours notice will be given if adverse weather is likely to prevent the vessel from sailing and in such circumstances the full price (less admin fee of 2.5%) will be refunded if an alternative date within 30 days of the date of the cancelled charter hire or cruise/tour cannot be agreed.

4.2 The Supplier reserves the right to change the vessel for any charter or cruise/ tour/ voyage or trip without prior notice to the Client.

4.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence or for any damage or liability incurred by the Client, any member of its party, its invitees, employees, agents or sub-contractors as a result of fraud or fraudulent misrepresentation by the Supplier. Subject to that, the liability of the Supplier is excluded to the fullest extent permitted by law and the Supplier shall not be liable to the Client, any member of its party, its invitees, employees, agents or sub-contractors for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

4.4 Notwithstanding anything contained in the Contract, the Supplier's liability to the Client in respect of the Contract whether for breach of contract or delict (including negligence or breach of statutory duty) or otherwise shall be limited to the total amount payable by the Client for the Services (net of VAT and other duties and taxes).

#### 5. Alcohol/ Illegal Substances/Security

5.1 The Supplier reserves the right for the skipper of its vessel to refuse access to any person if it is the opinion of the skipper that such person is under the influence of alcohol, drugs or any illegal substances or may pose a threat to the health and safety of the skipper, the crew of the vessel, or other passengers.

5.2 The Client is not entitled to bring any alcohol, drugs or illegal substances onto the Supplier's vessel without express agreement of the Supplier. In the absence of an agreement, in the event of any alcohol, drugs or illegal substances being brought onto the vessel by the Client or any member of its party, its invitees, its employees, agents or contractors, the skipper or any crew member or the driver has the right to confiscate the alcohol, drugs or illegal substances, in which case the alcohol, drugs or illegal substances shall not be returned. If it is found that Client's own alcohol, drugs or illegal substances or alcohol, drugs or illegal substances belonging to any other such persons is being or has been consumed on board a Supplier's vessel, the skipper has the right to land or disembark any person who has consumed alcohol on board the vessel or vehicle at the first opportunity and the Supplier shall not be responsible for any additional costs incurred nor for returning such person to the point of embarkation.

5.3 The Supplier may carry out security checks of the Client, members of their party and their respective baggage or other belongings.

## 6. Events Beyond the Supplier's Control

The Supplier shall not be liable to the Client for any refund of the price (unless expressly provided for in these Conditions) nor for any loss or damage suffered by the Client, any member of its party, as a result of Supplier's failure or delay in performing the Services where such failure or delay is caused by any occurrence beyond the reasonable control of Supplier including, Act of God, explosion, flood, fire or accident; sabotage; acts or requirements of any kind of any governmental, parliamentary or local authority; strikes, lockouts, or other industrial actions or trade disputes; and power failure or breakdown in machinery.

## 7. Termination

In the event that the Client shall default in making punctual payment for the Services or permit any other breach of the Contract, which if remediable is not remedied within a period of 14 days from the receipt of a notice from the Supplier, or if the Client shall make an offer to make any arrangement or composition with creditors or become apparently insolvent or be made bankrupt or if any petition for bankruptcy shall be presented and made against him or in the event that the Client is a limited company, that a resolution or petition to wind up such company (other than for the purposes of amalgamation or reconstruction) shall be passed or presented or if a receiver or administrator or liquidator of such company's undertaking, property or assets or any part thereof shall be appointed, the Supplier (without prejudice to any claim or right that it may otherwise make or exercise against the Client) shall have the right to rescind the Contract by notice to the Client.

## 8. Notice

All notices shall be sent either by e-mail or first class post to the email address, to the address of each party set out in the booking form or such other email address, or postal address as may be notified by either party to the other from time to time. Email notices will be deemed to be received immediately. First class post notices will be deemed to be received 48 hours after posting.

## 9. General

9.1 The Contract shall be governed by and interpreted in accordance with Scottish Law and the Scottish Courts shall have jurisdiction to resolve any disputes between the Supplier and the Client.

9.2 The Contract sets out the entire agreement between the Supplier and the Client. Nothing said by any sales person on behalf of the Supplier should be understood as a variation of the Contract.

9.3 No variation of or amendment to the Contract shall bind either party unless made in writing and signed by authorised representatives of both parties.

## ADDITIONAL CONDITIONS APPLICABLE ONLY TO INDIVIDUAL CLIENTS

### 10. Bookings

On an Individual Client booking for a cruise/ voyage/ tour/ trip if more than 14 days prior to the date of travel, payment of the specified deposit must be made at the time of the booking, and the balance paid in full by 14 days prior to date of travel. For the avoidance of doubt reservations are not legally-binding until a booking is confirmed and payment is made.

## 11. Alterations & Cancellations/Refund Policy

11.1 Any alteration/cancellation of a booking must be received in writing by the Supplier. Any amendment to a booking or to a booking in respect of which payment was made by credit card will result in a charge of a 2.5% administration fee.

11.2 On cancellation of an Individual cruise/ voyage/ tour/ trip booking the Client shall not be entitled to a refund unless the seat can be re-sold in which case a commensurate refund will be made subject to deduction of 2.5% administration fee.

## ADDITIONAL CONDITIONS APPLICABLE TO CHARTER CLIENTS

### 12. General

Subject to Condition 14, if any booking is cancelled (other than for default by the Supplier) or otherwise frustrated, the Supplier reserves the right to charge for all costs, losses and claims relating thereto incurred by or imposed upon the Supplier including but not limited to any operational costs up to the date/time of cancellation or frustration and for loss of earnings, profit and cancellation charges.

### 13. Bookings

13.1 The Supplier is willing to accept a provisional booking for skippered charter for 7 days without obligation. A confirmed booking form and payment of a deposit of 25% of the price is required to confirm the booking failing which the Supplier reserves the right to allocate the vessel to another customer.

13.2 Following receipt of a confirmed booking form and payment of a deposit as referred to in Condition 13.1 above the outstanding balance of the price must be received by the Supplier no later than 14 days prior to the charter hire date. The vessel will not sail unless full payment has been received by the Supplier.

13.3 Once a booking is confirmed it cannot be transferred to any other party.

13.4 A security bond may be required by the Supplier in connection with any charter hire booking. In this event, payment of such bond will be required 14 days prior to the charter hire date.

13.5 The security bond will be returned to the Client no later than 7 days after the charter hire provided there is no damage to the vessel, its furnishings or equipment, no alcohol, drugs or other illegal substances are brought on board and no cleaning costs (other than its normal cleaning costs) are incurred by the Supplier.

13.6 Without prejudice to Condition 5, if it is found that Client's-own alcohol or alcohol belonging to a member of a Client's party, or the invitee, employee, agent or contractor of a Client has been consumed on board the Supplier's vessel or vehicle during a charter hire, a corkage charge will be levied by way of deduction from the Client's security bond.

## 14. Alterations & Cancellations/ Refund Policy

14.1 Any alteration/ cancellation of a booking must be made in writing to the Supplier.

14.2 Alterations of skippered charter bookings will only be accepted at the discretion of the Supplier up to 14 days prior to the charter hire date and will incur a £50 administration fee.

14.3 On cancellations of charter hire bookings received by the Supplier:

14.3.1 60 days prior to the charter hire date, the Client will be liable to pay to the Supplier a £50 administration charge and any price paid shall be refunded subject to deduction of that charge;

14.3.2 less than 60 days but more than 30 days prior to the charter hire date, 50% of the price shall be payable by the Client if the vessel cannot be re-let to another party for that specific hire period and the amount of any refund shall be reduced accordingly;

14.3.3 less than 30 days but more than 14 days prior to the charter hire date, the full amount of the price shall be payable by the Client if the vessel cannot be re-let to another party for that specific hire period date; and

14.3.4 less than 14 days prior to the charter hire date, the full amount of the price shall be payable by the Client if the vessel cannot be re-let to another party for that specific period. In addition the Client will be responsible for any costs reasonably incurred by the Supplier in respect of the booking including (but not limited to) the costs of any food or refreshment or any on-board entertainment booked for the skippered charter.

## 15. Catering

15.1 Clients who wish to supply their own catering or use a caterer must intimate this at the time of booking. All equipment and services must be taken on board and cleared away promptly at the end of the charter. Integrity Voyages will not be responsible for any equipment damaged onboard or left for collection at a later date.

15.2 All catering arrangements should be made direct with the caterer and Integrity Voyages have no part in this contract.

## 16. Onboard Entertainment

Any entertainment contracted to be on board the Supplier's vessels is by prior arrangement only and must be confirmed at the time of booking.

## 17 Prices and Payment

17.1 Prices quoted by Supplier and prices included in bookings accepted by Supplier are exclusive of VAT and any other applicable duties or taxes. Unless otherwise agreed in writing payment will be due in the same currency as the price stated in the Contract. Passenger transport is zero rated for VAT purposes.

17.2 If payments due to the Supplier are not made timeously, the Supplier reserves the right to cancel or suspend the Services under the Contract and any other contract between the Parties at the date of such default without being liable for any loss whatsoever in respect thereof.

## 18. Duration

18.1 The vessel is booked for the agreed duration at the agreed price. If late passengers delay the departure of the skippered charter the vessel will return to the quayside at the scheduled time regardless of actual charter hire duration.

18.2 When skippered charter vessels return to the destination quayside, passengers will be permitted 15 minutes to disembark. If passengers do not disembark promptly at the end of that period, the Supplier reserves the right to invoice the Client for additional time incurred at the appropriate charter hire rate.

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