

# The Whisky Travel Company Ltd – Terms & Conditions

These Terms and Conditions ("Terms") govern the agreement between The Whisky Travel Company Ltd ("the Company," "we," "us," "our") and the Client ("you," "your," "the customer") for participation in any of our tours and services. By booking a tour with us, you acknowledge and agree to these Terms in full, including the assumption of certain inherent risks associated with travel and participation in outdoor activities.

#### 1. Booking and Payment

- Tour prices, inclusions, and exclusions are specified in the proposal or quotation document provided to you during the negotiation and booking process.
- Full payment or an initial deposit, as specified in the quotation, is required to confirm a booking and separate your dates.
- We accept payment preferably via bank transfer, credit card, or any other approved payment systems.
- Bookings are confirmed only upon receipt of payment and written confirmation from the Company.

## 2. Cancellations and Refunds

- Cancellations by the Client must be made in writing and received by the Company no later than the agreed cancellation deadline stated in the booking confirmation or quotation (generally no later than 7 days before the tour start date, unless otherwise agreed in writing).
- Any cancellation requests received after the agreed deadline may result in the full price of the tour being forfeited, with no refund.
- Any amounts already paid by the Company to third-party suppliers (such as distilleries, hotels, wineries, transportation providers, etc.) are subject to the individual cancellation policies of those suppliers.
- We will make every reasonable effort to recover such amounts or arrange alternative dates where possible; however, if the supplier does not accept changes or refunds, those amounts will not be reimbursed to the Client.



- No refunds or compensation will be given for missed activities or tours due to:
  - Failure to meet immigration or visa requirements.
  - Failure to meet minimum drinking age or provide valid ID when required.
  - Dismissal from the tour due to inappropriate or unsafe behavior, including excessive alcohol consumption.
  - Late arrival, no-show, or inability to participate due to personal health or fitness.

# 3. Alcohol Policy

- Our tours often include visits and tastings at distilleries, wineries, or other establishments serving alcoholic beverages.
- Clients must meet the legal drinking age of the destination(s) and carry valid identification at all times.
- Drinking alcohol onboard any vehicle provided by the Company is strictly prohibited.
- Clients are expected to consume alcohol responsibly. If a Client is deemed by our staff or partners to be excessively intoxicated, the Company reserves the right to suspend the service for that Client. Any scheduled visits or activities for that day will be forfeited, with no refund or compensation.

## 4. Outdoor Activities & Walking Trails

- Some tours include light to moderate walking or hiking on designated and maintained trails within National or State Parks or other public lands.
- Clients acknowledge that participation in these activities involves inherent risks, including but not limited to slips, trips, falls, changing weather, uneven terrain, and wildlife encounters.
- Clients must follow all instructions from guides, stay on designated trails, wear appropriate footwear and clothing, and assess their own fitness to participate.
- The Company and its partners are not responsible for injuries or damages resulting from failure to comply with these guidelines.



## 5. Client Responsibility

- You are responsible for ensuring that you meet all immigration, visa, and entry requirements for the countries included in your tour.
- You are responsible for ensuring you are physically fit to travel and participate in all planned activities.
- You must comply with all local laws, customs, and venue rules during the tour.
- You agree to follow all instructions from the tour leader or Company representative for your safety and the safety of others.
- The Company reserves the right to exclude any participant who poses a risk to themselves, others, or the environment, without refund.

#### 6. Travel Insurance

- We strongly recommend that all clients obtain appropriate travel insurance covering medical expenses, personal liability, cancellation, and loss of belongings.
- The Company is not liable for any costs arising from injury, illness, loss, theft, or damage to personal property, whether during transport, at venues, or on walking trails.

## 7. Changes to Itinerary

- The Company reserves the right to make changes to the itinerary due to operational reasons, weather conditions, trail or venue closures, or any circumstances beyond our control.
- In such cases, we will make reasonable efforts to provide an alternative of similar value, but no refunds or compensation are guaranteed.



#### 8. Liability and Disclaimer

- Participation in tours is at your own risk.
- The Company, its employees, contractors, and partners accept no liability for:
  - Injury, illness, death, or loss of property during the tour.
  - Delays or cancellations caused by force majeure events (e.g., natural disasters, strikes, government actions, severe weather).
  - Risks inherent to walking trails and outdoor activities, provided reasonable precautions have been taken by the Company.
- Clients agree to indemnify and hold harmless the Company against any claims, damages, or expenses arising from their actions, negligence, or failure to comply with these Terms.

#### 9. Minimum Numbers

• Some tours may require a minimum number of participants. If minimum numbers are not met, the Company reserves the right to cancel the tour and offer an alternative date or full / partial refund.

## 10. Health & Safety

- The Company maintains high standards of health and safety and conducts risk assessments for its tours and activities, including the selection of quality service providers such as hotels, distilleries, wineries and other establishments, as well as transportation companies that meet appropriate standards of safety and hygiene.
- However, the Company does not directly control the day-to-day operations of these third-party providers, and the ultimate responsibility for implementing and monitoring their own health and safety procedures lies with each individual provider.



# 11. Complaints

• Any complaints must be made in writing and submitted to the Company within 7 days of the end of the tour. We will review and respond as soon as possible.

# 12. Governing Law

These Terms are governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

# Acceptance

By booking and paying for a tour with The Whisky Travel Company Ltd, you confirm that you have read, understood, and agreed to these Terms and Conditions, including the acknowledgment of inherent risks associated with alcohol tastings, travel between destinations (including flights, road journeys and ferry rides), and walking trail activities. You further acknowledge that you are responsible for your own safety and behaviour during all stages of the tour, including while in transit between locations, and agree to follow all instructions and comply with all applicable safety requirements at all times.

The Whisky Travel Company Ltd. is a registered company in England and Wales under company number **16498611**. **15 Mann Island, Liverpool, L3 1ER, United Kingdom.**