

Jim and Susie Malcolm's Tours of Scotland – Terms and Conditions: May 8-19, 2022

James and Susan Malcolm dba Beltane Tours ("Beltane Tours", "we", "us", "our") invite you ("traveler", "you", "your") to join us on a folksinger's tour of Scotland.

Contract. We draw your attention to the Terms and Conditions of travel below, these Terms and Conditions including all brochures, documents, correspondence and the terms and conditions of our suppliers form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these Terms and Conditions (raising any questions you may have with us). **Please be aware that these Terms and Conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all the Terms and Conditions laid out below and acknowledging that you have read the Terms of this contract and agree with it.

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share these Terms with all travelers in their group.

You represent and warrant that (a) you are of sufficient age to use our services and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these Terms and Conditions on their behalf, and (c) the information supplied by you, or members of your group, is true and correct.

Violations by You. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) your being denied access to the applicable travel related product or service.

Changes to these Terms and Conditions. Beltane Tours reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms and Conditions will be posted on our website and are effective immediately on posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these Terms and Conditions changed. Your continued use of our services including continuing to use or maintain any bookings after any changes to the Terms and Conditions constitutes your consent to the changes.

COVID 19 RELEASE OF LIABILITY. By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself, that you may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your tour. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by Beltane Tours.

You acknowledge that due to the uncertainty of travel at this time, your tour may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you to have a vaccination or proof of negative testing. Upon your return home additional documentation and testing may be required. You are responsible for understanding these requirements and must not rely on Beltane Tours to provide these details. You understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID-19, Beltane Tours has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, Beltane Tours shall not be liable to any losses howsoever arising. We shall not be liable should your travel protection plan refuse coverage for COVID-19 related illness or injury.

You, for yourself, and on behalf of your heirs, assigns, personal representatives and next of kin (The Releasers), HEREBY RELEASE, AND HOLD HARMLESS Jim Malcolm, Susie Malcolm, and Beltane Tours, its members, officers, agents, and/or employees, suppliers, and other tour members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID-19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

Payment. Our tours take many hours of planning and work to create the unique experience we aim to give our travelers. In addition, the suppliers such as hotels, events, transportation, and other providers require payment long in advance of your departure date. Because of this reservations will only be confirmed on receipt of full payment. We reserve the right to refuse a booking to anyone, in which case a full refund will be provided. Once payment for your trip is processed, you will receive a receipt. Please review this document carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

Price and Rate Changes. The price of your itinerary will be based on known costs at the date of issue of the itinerary. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for local taxes that are estimated at the date of publication. At the time of booking confirmation, we will provide you with an invoice reflecting the current price.

We reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your final payment. Any increase to your travel price will be as the result of changes in our costs of supplying your travel resulting from changes by our suppliers, dues or taxes payable locally, and government action. If our costs to supply your travel increases, we reserve the right to increase the price of your travel and will forward a new Invoice reflecting any changes made.

Exchange rate. If the value of the dollar against the pound sterling falls or rises by more than 5% between the costing of the holiday and the time you have made all your payments, we may have to adjust the price accordingly. Beltane Tours will absorb the first 2% of any fall in the value of the dollar against the pound sterling.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

Airfare. Our bookings do not include airfare. You must not make any air reservation until you receive confirmation of your booking. Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

WHAT'S INCLUDED IN YOUR TOUR

Accommodations. Accommodations are provided as detailed in your itinerary at three and four star hotels. Any pre or post tour days are not included. Special requests such as single rooms, lower floors, and connecting rooms, must be made at the time of booking. There is a single room supplement, the charge for which is outlined in the individual itineraries. While we will make reasonable efforts to communicate your requests to the supplier, such requests are not guaranteed and are at the discretion of the supplier. There may be additional charges for such requests which will be solely the expense of the traveler making the request.

Travelers should be aware that hotel room sizes, standards and facilities can vary regionally and are often different from standards in the United States. This can include difference in bed sizes and room sizes, bathroom amenities, amenities such as air-conditioning and elevators, and compliance with other standards such as wheelchair accessibility. One of the joys of international travel is experiencing different cultures and different ways of life so we hope that you will accept these differences with grace and a sense of adventure.

Beltane Tours reserves the right, if necessary, to substitute other similar hotels for hotels listed on your itinerary. Such substitutions may be made at any time and without prior notice. We cannot be held responsible for hotel over-bookings; should such occur, we will undertake to find similar accommodations in the same area. Such substitutions are at Beltane Tours' sole discretion and no refunds will be offered for changes in accommodations.

While we exercise due diligence in the selection of our partners, hotel and other accommodation profiles are based on information provided to us by the supplier. This includes images and descriptions of the properties and rooms. Additionally, travelers should be aware that star ratings or similar systems are based on country classifications and therefore can differ. While Beltane Tours does its best to maintain current and accurate information regarding these suppliers, we cannot be held responsible for any inaccuracies in supplier descriptions, amenities, or images.

Transfers/Transportation. Beltane Tours is pleased to offer transfers via taxi to Edinburgh Airport or Edinburgh City Centre on the final morning of the trip only. THERE IS NO TRANSFER PROVIDED ON THE DATE OF ARRIVAL. You must be on time for all transfers. There will be no refund for missed or unused transfers. You must provide us your flight information no less than 21 days prior to departure to ensure transfers will be available. If at any time your flight plans change, you must notify us immediately. Failure to do so may result in missing these services and no refund shall be due for missed departure transfers resulting from missing or outdated flight information.

Transportation to be provided during the tour via motorcoach and ferry. Where the traveler occupies a motor coach seat fitted with a safety belt, neither Beltane Tours nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness, or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

Due to space limitations during your tour, we ask that you please limit your checked luggage to one average-size suitcase per person. Besides complying with the restriction noted above, you should also be sure to research and comply with all airline baggage restrictions relating to your flights to and from your tour. Researching and complying with airline luggage restrictions is your responsibility and Beltane Tours cannot be held responsible for any costs, or disruptions to travel, caused by your failure to research and comply with airline policies. Although every effort is made to handle your luggage carefully, we cannot be responsible for loss or damaged luggage and personal effects due to breakage, theft, or fair wear and tear through hotel, airline, and ground transportation handling. It is important to have adequate insurance to cover these eventualities.

Meals. Breakfast and dinner are included in the tour, except where noted in the individual itineraries. Lunches are on your own and alcohol and soft drinks are not included. Special diets should be requested at the time of booking; however, it may not be possible for special diets to be catered to in some of the destinations we feature. For safety and liability reasons, Beltane Tours and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. We will advise the suppliers of your request, but we cannot guarantee their availability.

Concerts/Ceilidhs/Sightseeing. All activities are included as provided in the individual itineraries. These concerts, tours, and activities are designed to accommodate individuals as well as groups. As a courtesy to others in the group, it is mandatory that you be on time for all scheduled experiences. Concerts, tours, and activities will begin on-time and failure to arrive will be considered a no-show for which no refunds will be available. It is essential that you keep in mind that concert, tour, and activity times are set to accommodate climate, crowd size and best viewing options for our groups. At times, early morning departure times may help create a better experience. Therefore, late arrivals cannot be accommodated.

Alternatives. While Beltane Tours shall do everything reasonably possible to provide the tour itinerary and details as planned, Beltane Tours reserves the right to alter itineraries, personnel, transport or accommodation for whatever reason. In the case of hotel accommodation changes, a similar standard of alternative accommodation will be obtained where possible.

While no changes are anticipated, there may be occasions when certain alterations become necessary. These can be due to religious holidays, national celebrations, or unforeseen events including weather, governmental closures, acts of God, or any other reason. Beltane Tours reserves the right to change the itinerary due to such unforeseen circumstances or emergencies. Additionally, historic sites undergo renovations from time to time which can obscure viewing or otherwise change the nature of visiting these sites. No tours will be cancelled due to renovations, although Beltane Tours may choose to amend itineraries for such sites. These changes will not be considered a material change and will not be considered cause for cancellation by the guest.

If we suggest alternate activities in place of a planned stop or in case of leisure time, such suggestions do not constitute our endorsement. In such a case you will be subject to the terms and conditions of the supplier of the activity and your only recourse in case of damage will be against the supplier of the alternate activity.

WHAT'S NOT INCLUDED

Any items and matters not referred to in your itinerary are not included in the tour price. This can include, but is not limited to, items such as international and domestic airfare, checked and/or excess baggage; passport and visa fees; trip protection and/or insurances of all kinds; gratuities; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; optional experiences; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. The price does not cover costs and expenses, including your return home, if you leave the tour whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

Cancellations due to Minimum Bookings. At any time before **March 15, 2022** Beltane Tours may cancel the tour if insufficient Customers have confirmed their booking, in which case all Customers will be offered a full refund.

Cancellations due to covid-19. At any time before **March 15, 2022** Beltane Tours may cancel the tour if, in the sole discretion of Beltane Tours, covid-19 restrictions in Scotland seem likely to make the trip unviable. In this case all Customers' payments will be returned except for the \$500 initial deposit. After this date the tour will only be cancelled by Beltane Tours in cases of Force Majeure, in which case the Force Majeure clause below takes effect.

Cancellation by You. Where the Customer cancels the reservation, the effective date of cancellation will be the date Beltane Tours receives written notification. Email will suffice. As described above, Beltane Tours is required to pay all suppliers well in advance of your tour date. This includes but is not limited to hotel accommodations, meals, concert tickets, admission tickets, transportation, etc. All suppliers have their own cancellation policies, which apply to your booking. Upon receipt of written cancellation, Beltane Tours will where appropriate contact suppliers for any applicable refunds as outlined in the supplier's terms and subject to their review. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

In addition to the terms of our suppliers, a cancellation charge, as detailed below, shall be payable by the Customer.

- If the Customer cancels a booking before **November 30, 2021** then all monies paid, minus an administrative fee of \$250 per person, will be returned to the Customer.
- For cancellations between **November 30, 2021 and March 15, 2022** there will be a 50% refund of all monies paid.
- Any cancellations made later than **March 15, 2022** are entirely non-refundable.

If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges. For this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.

Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refund.

Cancellation or Changes by Suppliers. If between planning time and/or during actual travel, circumstances require changes, Beltane Tours and its suppliers reserve the right to cancel or vary any itinerary and substitute components of any tour, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour. Sightseeing tours and other activities may be altered as described above. Beltane Tours cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the traveler. Normal cancellation penalties still apply to the tour that has been changed.

No Refunds for Unused Arrangements. There will not be any refund for any unused portion of a travel booking. If you cancel while the trip is in progress, there is no refund for the unused portion.

Force Majeure. In these booking conditions, "Force Majeure" means any event which Beltane Tours or the supplier of the services could not, even with all due care, foresee or avoid, including, without prejudice to the foregoing generality, war, threat of war, riot or civil commotion, terrorist or criminal activity, industrial disputes, natural disasters, fires, sickness, pandemics, weather conditions, road or traffic conditions, temporary technical, mechanical or electrical breakdown within booked accommodation, explosion of, or radioactive contamination from, any nuclear facility or other events beyond the control of Beltane Tours. Beltane Tours does not accept any liability for any loss, inconvenience or damage caused by an event of Force Majeure. In the circumstances amounting to Force Majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by Beltane Tours.

Insurance and Travel Protection. Beltane Tours requires that Customers arrange suitable medical insurance. Medical insurance should include costs of repatriation in the case of illness, injury or death.

It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional cancel for any reason coverage is strongly recommended. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage must be purchased in close conjunction with your travel purchase. Beltane Tours is not qualified to answer technical questions about the benefits, exclusions, and conditions of medical and travel insurance plans. Beltane Tours cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

Non-Responsibility. Beltane Tours, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. Beltane Tours is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Beltane Tours does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors and are not agents or employees or representatives of Beltane Tours. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Beltane Tours, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Beltane Tours. Beltane Tours assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Beltane Tours assumes no responsibility or liability for personal property; and Beltane Tours shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Beltane Tours accepts no responsibility for lost or stolen items. Beltane Tours reserves the right to refuse any traveler or potential traveler at its sole discretion.

Assumption of Risk/Waiver. Traveler is aware that all travel may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, injuries, including death and emotional distress, from participating in high risk adventure activities, animals, roadway hazards, slips and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Beltane Tours and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness;; known or unknown medical conditions, physical excursions for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release Beltane Tours from any and all claims associated with the trip, including any claims of third-party negligence and/or the negligence of Beltane Tours and traveler hereby covenants not to sue Beltane Tours for any such claims or join any lawsuit or action that is suing Beltane Tours. This agreement also binds your heirs, legal representatives, and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

Your Behavior/Indemnification. Each traveler is expected to act responsibly and adhere to all behavior guidelines established by Beltane Tours and our local suppliers. We and our local suppliers reserve the right to remove you from any trip if you endanger yourself or others or disrupt the general well-being of the trip itself. In any such case, there will be no refund.

Traveler agrees to and shall indemnify and hold harmless Beltane Tours, and each of our officers, directors, employees and agents (collectively "Beltane Tours"), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Beltane Tours (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler's breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by traveler while participating in the trip.

Destinations and Documentation. Beltane Tours urges Travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to Scotland. Information on conditions and the level of risk associated with travel to Scotland can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are following all requirements for admittance into that country, including COVID-19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. It is your responsibility to be aware of any and all requirements for admittance to a country or state, including Covid-19 requirements. Should you choose to travel when a travel warning or advisory has been issued, Beltane Tours will not be liable for damages or losses that result from travel to Scotland.

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up-to-date requirements US citizens should visit www.travel.state.gov. Your passport must not expire within six (6) months of the date of entry. Non-USA citizens may require additional documentation.

When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>.

Recommended inoculations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings tours. Beltane Tours bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

Pre-existing Medical Conditions/Disabilities. The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your tour, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Beltane Tours will communicate requests to Suppliers, but cannot be responsible if suitable accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Beltane Tours at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

HEALTH. For the safety of our guests, Beltane Tours reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

Smoking. Smoking is not permitted on the coach. In Scotland, smoking is prohibited in all enclosed public places.

Complaints procedure. Whenever possible, Customers should raise any complaint promptly, giving Beltane Tours time to address the matter. Customers wishing to lodge a complaint after the trip should do so in writing within 30 days of the tour end, providing full details. Beltane Tours will endeavor to resolve any complaint amicably and expeditiously.

Photographic/Video Likeness. Traveler hereby gives consent to Beltane Tours to publish any photographs and/or videos of the trip or Traveler in printed or electronic media without obtaining further consent and without compensation. Each Traveler releases Beltane Tours and its representatives from any liability in connection with any use of such photographs and/or video.

Choice of Law/ Venue Selection/ Class Action Waiver/Limitation of Damages. Any disputes related to these Terms and Conditions, or the services supplied in connection with these Terms and Conditions shall be determined by Scottish Law without regard to conflict of law principles and shall be heard in a court of competent jurisdiction within Scotland. You agree that you will only bring claims against Beltane Tours in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Beltane Tours shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Beltane Tours unless you have first provided a typewritten notice of claim to Beltane Tours within 30 days after the trip or cancellation of the trip.**

Entire Agreement & Severability. This agreement, including any other documents, including invoices we provide you, and our suppliers terms, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Beltane Tours. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Please sign to acknowledge that you have read, understood, and accept these Terms and Conditions.

Signed _____

Print name _____

Date _____

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