

BOOKING CONDITIONS

How To Book

1. Select the tour that you wish to experience.
2. Read the booking conditions detailed below.
3. Complete the Mercat Tours International booking form for all members of your party and return Strathern Trust Account.

If you are booking your tour less than eight weeks before departure then the full amount must be enclosed. Unless otherwise stated, all Mercat Tours International prices are based on half board accommodation with two people sharing. Please state if you wish a single room, for which a single room supplement will be charged. If you are travelling alone and wish to share with another of the same sex, we will endeavour to accommodate you. If this is not possible, then you will be liable to pay the single supplement.

4. Please send the completed form and cheque to *Mercat Tours International Ltd, 28 Blair Street, EDINBURGH, EH1 1QR.*

5. We will confirm your booking within 10 days of its receipt.

Payment

Payment may be made by cheque, credit card payment or by booking online.

General Booking Conditions

In these conditions 'Mercat' shall mean Mercat Tours International (trading as Mercat Tours International and registered in Scotland, company number 214668).

The 'Client' shall mean the signatory on the booking form and everyone named in the booking or added subsequently. The singular shall include the plural and vice versa.

1. All aspects of the holiday are booked with Mercat, who fully comply with the Package Travel, Package Holidays and Package Tour Regulations 1992. In accordance with the EC Directive on Package Holidays, all monies received by Mercat will be deposited into its clients' monies trust account, held by *Anderson Strathern WS, 1 Rutland Court, Edinburgh, EH3 8EY.*

2. There will be no contract between Mercat and the Client until the Client has signed the appropriate booking form and paid the requested deposit and Mercat has issued a confirmation invoice. However, for bookings made within 8 weeks of travel, a contract shall be deemed to exist once the Client has made the booking 'definite' by telephone and Mercat has confirmed full holiday details. Full payment will be made immediately for bookings made within 8 weeks of travel. Subsequent cancellation of the holiday by the Client is subject to the charges in **Clause 5** below. In signing the booking form, the Client accepts these conditions on his behalf and on behalf of all other persons named on the booking form, including those substituted or added by agreed amendment.

3. The balance of the price is payable to less than 8 weeks prior to the departure date. If the balance has not been paid by 48 days prior to departure, Mercat will cancel the booking and levy the cancellation charges set out in **Clause 5** below.

4. **Special requests** should be indicated on the booking forms or requested in writing. Mercat will try to arrange special requests to be met, but can not guarantee that they will be unless a supplement is charged. Adding requests after booking may incur an amendment charge.

5. In the event of cancellation by the Client the following cancellation charges will be made:

Cancellation Period before Departure :	Charge as Proportion of Total Invoice Cost :
49 days or more	Deposit only
48 - 29 days	30%
28 - 22 days	45%
21 - 15 days	60%
14 - 8 days	80%
7 - 0 days	100%

6. Mercat reserves the right to charge a fee of £50 for each amendment to a confirmed booking to cover administration costs in addition to any costs passed on from our suppliers.

7. If Mercat make a **major change** or cancels the holiday after it has been confirmed, the Client will have the choice of:
a. accepting the cancellation or changed arrangements.
b. taking an alternative but different tour with Mercat.
c. receiving a full refund.

NB. A **major change** is a change of departure port or a change to a lower grade accommodation. Any other change is minor.

Force majeure means unusual and unforeseeable circumstances beyond Mercat's control, the consequences of which neither Mercat nor their suppliers could avoid, including but not limited to war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, fire, flood, adverse weather conditions or the threat of any of these.

Mercat reserves the right to cancel a tour if it receives **low bookings**. Low booking is where an insufficient number of people have booked a tour to make its operation viable in the advertised form. We will never cancel a holiday because of low bookings less than 14 days before departure.

8. The Client is responsible for checking personal **passport, visa and health requirements** before departure. It is the Client's responsibility to ensure that he/she complies with all applicable requirements and takes with him/her all documents required for the holiday. Mercat will not be liable for any failure to discharge these responsibilities and the Client will have to re-imburse Mercat for any costs incurred as a result of such failure on the part of the Client.

9. All **complaints** must be made at the time of the occurrence to the supplier of the facility or service concerned to allow Mercat the opportunity to rectify the cause of the complaints, failing which the Client's legal rights will be reduced or distinguished. Any claims against Mercat must be submitted in writing to Mercat in the UK within 28 days of the Client's return. Disputes arising out of or in connection with this contract, which cannot be amicably settled, may (if the client wishes) be referred to a court of law.

10. Unless they specifically request otherwise, Clients accept that they **may be photographed** during the course of their holiday and that Mercat may use these photographs for promotional purposes.

11. This contract and any matters arising from it are governed by the **laws of Scotland** and are subject to the jurisdiction of the courts of Scotland.

Insurance

To participate in any of our tours, the Client must ensure that he/she has adequate travel and medical insurance cover for the duration of the tour. Mercat strongly recommends that all members of the travelling party are adequately insured as soon as the holiday is booked.