

THE STARGATE EDINBURGH TOUR DISCLAIMER PLEASE READ AND SIGN BEFORE THE TOUR PROCEEDS



(1) The information on our website and in our Tour is given in good faith and is subject to change without notice. Although every effort has been made to ensure accuracy of the material contained on our website, Stargate Edinburgh Tour and Scottish Andrew does not accept responsibility for errors, omissions or inaccuracies. Stargate Edinburgh Tour and Scottish Andrew also reserves the right to alter the prices advertised on this website and Tour at any time.

(2) By using our web site and Tour services you acknowledge that you have read this disclaimer and that you agree to its terms. YOU SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEB SITE OR BOOKING OUR TOUR. If you do not agree to these conditions, you may not access or otherwise use the Web Site OR book the Tour.

General information is provided for your reference on this site. Any action you undertake directly thereafter is the sole responsibility of the persons; viewing the site, and or, making the booking; (i.e. you, your party) and your contracted suppliers. Changes in law, regulations, licenses, performance and e-commerce are ongoing, and therefore inaccuracies and inconsistencies may occur. We advise that you undertake your own satisfactory verification of information. Stargate Edinburgh Tour and Scottish Andrew cannot take any responsibility for any damage or loss. Stargate Edinburgh Tour and Scottish Andrew will attempt to ensure information on this site is reliable, accurate and in no way misleading however Stargate Edinburgh Tour and Scottish Andrew provide no guarantees and will not be responsible in any way for the performance, operations, abilities, opinions, personnel and / or results of utilising these resources - including but not limited to: quality, safety & security, hygiene, catering, customer service, licenses, qualifications, instruction, injury, insurances & assurances, information, regulations, reliability, maintenance, availability, refusal, performance, personnel, pricing &

payment, costs & charges, weather, access & entry, expulsion, cancellation, insolvency, closure, membership, timetables, duration, disputes and or any other consideration.

Stargate Edinburgh Tour and Scottish Andrew will not be held responsible for any damages, personal injury or loss of articles, refusal of entry (including hotels) resulting from drunken or unruly behaviour. Stargate Edinburgh Tour and Scottish Andrew urges all organisers / users to undertake their own stringent preparations / inspections / research to ensure that they are entirely satisfied. If time is an issue, we urge organisers to delay organisation until the necessary enquiries can be made and total satisfaction can be reached.

Stargate Edinburgh Tour and Scottish Andrew also urges you to take out insurance before engaging in any potentially hazardous activity and to cover cancellations.

Photographic images should only be used as a guide, variations may occur. All trademarks, images, logos are copyrighted and remain the property of Stargate Edinburgh Tour and Scottish Andrew and the respective companies.

A cancellation fee of the first payment or 10% will be retained by Stargate Edinburgh Tour and Scottish Andrew in the event of a customer cancelling their booking two weeks before the tour date after confirmation of the booking being received. Any balance owed by Stargate Edinburgh Tour and Scottish Andrew will be returned to the customer. If the tour is cancelled within two weeks of the agreed date – the fee is non-returnable but there will be an opportunity to postpone and re-arrange the tour.

Stargate Edinburgh Tour and Scottish Andrew will endeavour to act on any reasonable comments, including the correction of errors, and requests made directly to Andrew@stargateedinburgh.com pertaining to the www.stargateedinburgh.com website and if necessary remove information from our exchange.

This part of the disclaimer governs your use of our website; by using our website, you accept this disclaimer in full. If you disagree with any part of this disclaimer, do not use our website.

(3) Intellectual property rights

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all our intellectual property rights are reserved..

(4) Licence to use website

You may view, download for caching purposes only, and print pages from the website, provided that:

- (a) you must not republish material from this website (including republication on another website), or reproduce or store material from this website in any public or private electronic retrieval system;**
- (b) you must not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit our website or material on our website for a commercial purpose, without our express written consent;**
- (c) you must not edit or otherwise modify any material on the website**

(5) Limitations of liability

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we not commit to ensuring that the website remains available or that the material on this website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under this disclaimer or in connection with our website, whether arising in tort, delict, contract, or otherwise - including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

(6) Driving of Vehicles – limitations of liability

If you are taking part in the Stargate Edinburgh Tour and driving a vehicle between Tour destinations, you agree by signing this disclaimer that you are not part of the Tour or Touring whilst driving, and that you agree that the Tour Guide will not be held liable for any distraction, injury, damage or loss resulting from a road traffic accident whilst you are driving and the Tour guide is a passenger. This is applicable whilst you are the driver of the vehicle whether the Tour Guide is in or out of the vehicle during the Tour..

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under this disclaimer or in connection with driving of vehicles, whether arising in tort, delict, contract, or otherwise - including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

(7) Variation

We may revise this disclaimer from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

(8) Entire agreement

This disclaimer constitutes the entire agreement between you and us in relation to your use of our website and Tour, and supersedes all previous agreements in respect of your use of this website and Tour.

(9) Law and jurisdiction

This notice will be governed by and construed in accordance with Scottish law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of Scotland.

(10) Our contact details

**The full name of our company is Andrew Hennessey t/a Stargate
Edinburgh Tours and Scottish Andrew and our tel. 01333 428921**

I agree to the above Disclaimer for Stargate Edinburgh Tour:

Signed :

Date:

PRINTED NAME/S