



## Private Tours Hire Terms & Conditions: Updated July 2021

These Terms & Conditions relate to our Standard Private Tours which are sold on the Mountain Goat website, with a fixed itinerary & fixed price. Some of the tours may have individual Terms & Conditions relating specifically to that tour.

Please see separate Private & Bespoke Terms & Conditions for services such as point to point transfers and bespoke itineraries. These products are quoted & sold on request, on an individual basis.

### Booking

To book please select the tour via our website <https://www.mountain-goat.com/PrivateTours>

### Pricing

All prices are fixed on the Mountain Goat website; to confirm the booking we require full payment at the time of booking. You may cancel 72 hours prior to departure and receive a full refund. There is a £25 surcharge for Bank Holidays & National Holidays. Last minute changes may incur a surcharge.

### Payment & Deposits

To confirm the booking, we require full payment at the time of booking. You may cancel 72 hours prior to departure and receive a full refund. Payment must be made in full via our website.

### Refunds

You may cancel 72 hours prior to departure and receive a full refund. After 72 hours no refund will be issued.

### Variations:

Unless otherwise stated, admission charges, meals, accommodation and coach parking charges are not included in the overall hire price.

### Route and Time Variation

Should a vehicle be detained by the hirer or taken on a longer journey than that contracted for, the company reserves the right to make an additional charge of £42.00 per hour for a 6-seater vehicle and £73.00 for a 16-seater vehicle.

### Passengers & Luggage

The hirer must not load any vehicle beyond the number of passengers which it is legally permitted to carry. Every person & child must have their own seat.

Please advise us of your final passenger numbers and luggage when booking.

We strive to provide the best service possible, for large suitcases and items such as sporting goods, we will do our best to accommodate these, please inform us at the time of booking.

Mountain Goat can provide various child and booster seats on request, please advise of this on booking.

In line with [UK Law](#), private hire vehicles do not have to provide child car seats & children can travel without one but only if they travel on a rear seat. Legally the parent/guardian is liable for the child's



safety however Mountain Goat deems it unsafe to take under 3-year olds without a child seat and will refuse them without one.

#### Use of Vehicle & Drivers Hours

The vehicle should be assumed to remain at any point between the outward and return journey and to remain available for the hirer's incidental use, unless confirmed in writing by the company. Drivers' Hours and Rest Period Regulations. The hours agreed with the operator for the operation of any hire must be strictly observed (other than in the case of serious emergency or diversion) so that regulations governing drivers' hours and rest periods can be complied with. The operator reserves the right to curtail or otherwise alter any hire which does not comply with the relevant regulations.

#### Cancellation by the company

In the event of an emergency, riot, civil commotion, strike, lock out, stoppage or restraint of labour or any event over which the company has no control (including adverse weather and road conditions) or in the event of the hirer taking any action to vary agreed conditions unilaterally, the company may, by returning all money paid and without further or other liability cancel the contract.

#### Vehicle to be provided

The company reserves the right to provide a larger vehicle than that specified at no additional charge unless any extra seats are used.

#### Conveyance of Animals

No animals (other than guide dogs or hearing dogs notified to the company in advance) may be carried on any vehicle without prior arrangement.

#### Breakdown and Delays

The company gives its advice on journey times in good faith and does not guarantee the completion of any journey in any specific time and will not be liable for loss of convenience caused by the actual journey time.

#### Agency Arrangements

Where the company hires in vehicles from other operators at the request of the hirer and where the operator arranges ancillary facilities such as accommodation, ferries, admission tickets or any other services provided by another supplier, it does so as an agent for and on behalf of the hirer. Any terms and conditions imposed by such other suppliers through the company shall be binding on the hirer as if he had directly contracted such services.

#### Lost Property

Mountain Goat is not responsible for any items of property left on our vehicles. Please do not ask the driver/guide to take care of your property whilst you are away from the coach. For items that are left on the coach at the end of the day, if found and claimed, we are happy to return them at customer's expense. Please note any unclaimed items will be disposed of after 3 months.

#### Conduct of passengers

Every passenger in a vehicle must have their own seat. Seats cannot be reserved.



The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations may be removed from the vehicle or be prevented from boarding on the driver's authority.

It is compulsory for all passengers to wear seatbelts whilst the vehicle is in motion. Smoking is not allowed on any of the company's vehicles. Passengers must not distract the driver whilst the vehicle is moving.

Alcohol is not allowed on any vehicle as laid down in the Sporting Events Act 1985 and anyone not complying will be required to vacate the coach.

The driver is responsible for the safety of the vehicle. Any passengers whose conduct is in breach of statutory regulations may be removed from the vehicle or be prevented from boarding on the driver's authority. The hirer will be responsible for the conduct of passengers and for any damage caused to the vehicle during the hire.

#### Additional Terms & Conditions

General T&Cs apply for the all Mountain Goat Tours, please see here - <http://www.mountaingoat.com/Terms-and-Conditions>

#### Accommodation & Third Party T&Cs

Bookings are made subject to the terms and conditions of the relevant accommodation (or other service) provider. By booking accommodation or other services through us, you enter into a contractual relationship with the relevant third party provider. For further information on this please contact us.

We include a number of attractions in our tours, however these are operated by third parties and therefore we are not liable for any damages, loss or closures to do with these third parties.

#### Complaints

We actively welcome your feedback, both in respect of our own services and those provided by other suppliers (such as accommodation providers). In the event that you have any complaint during the course of your tour then please bring this to the attention to the office teams as possible. Any complaints regarding accommodation should, in the first instance, be raised with the relevant accommodation provider.

#### Insurance

The Company strongly recommends that passengers arrange suitable travel, medical and cancellation insurance.

#### Liabilities

Mountain Goat Holidays have taken all reasonable steps to ensure that your package holiday components are provided safely and efficiently. We accept liability for personal injury caused by negligence of ourselves, our employees and our agents, provided that we are notified within 3 months of the end of the holiday and that you assign to Mountain Goat Holidays, any rights against any other person or party relating to the claim and that you co-operate fully should we or our insurers wish to enforce those rights.

We do not accept liability for holiday cancellations caused through war, or threat there-of, riot, civil strife, industrial action, terrorist activity, natural or nuclear disaster, fire or adverse weather



conditions. We do not accept liability for personal injury caused during travelling to and from the holiday package, unless you are travelling on Mountain Goat's own transport.

When you incur personal injury, which has not arisen from an activity which forms part of the Mountain Goat Holiday Package, we will provide guidance and assistance to help you in resolving any claim you may have against a third party.

#### Financial Failure Insurance

In accordance with "The Package Travel, Package Tours Regulations 1992" all passengers booking with Mountain Goat Holidays are fully insured for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Mountain Goat Holidays.

A certificate detailing this cover can be found at <https://www.mountain-goat.com/Terms-and-Conditions>

This insurance has been arranged by MGA Cover Services on behalf of Towergate Chapman Stevens through CBL Insurance.

English Law: The contract is governed by English law.

#### COVID-19: Additional T&C's following outbreak (March 2020)

- The wearing of face covering on a private hire is to the discretion of the private hire booker.
- We request that any passenger who is feeling unwell, does not board our vehicle.
- If after the tour, you begin to feel unwell within 14 days, we request that you let us know. We can then implement out track and trace procedure.
- We will hold your contact details for 21-days, as per Government guidelines, to assist with track and trace.