



Terms and Conditions

Agreement between KOSHER SCOTLAND LTD, company number SC718493, and the Group Leader ("Group Leader" or "you") pursuant to the supply of a vacation or holiday to Scotland (the trip) by Kosher Scotland to the Group Leader. By transferring payment to Kosher Scotland for your trip, you agree to the Terms and Conditions of the trip.

1. Statement of Eligibility

The Group Leader declares that they understand the eligibility criteria as laid out in the registration form, and that if the information submitted in the registration form is found to be untrue, Kosher Scotland reserves the right to cancel the Group Leader's and its Customer's participation in the trip without refund.

2. Status of Group Leader and Customer

The Group Leader of the trip is the person named in the itinerary. The Group Leader undertakes to purchase the full supply of the holiday from Kosher Scotland in their own name for the full selling price quoted to you. If he Group Leader is also participating in the trip, they may use one place on the holiday and agrees to resell all other places on the trip to third party individuals (the "Customers"). The total number of places is set out in the itinerary and the total number of places to be resold to Customers by the Group Leader will be the total number of places minus one, unless otherwise notified.

3. Declaration of Health

The Group Leader declares that they and the Customers are in appropriate health in order to engage in the activities which will be part of the trip. These include; walking of up to 30 minutes at a time, walking on hills or upstairs, drinking alcohol and other stated activities. The Group Leader declares that they and the Customers are in reasonable health and do not have any preexisting or other medical conditions which would prevent them from engaging in these activities. The Group Leader and Customers understand that they are solely responsible for their own individual health and wellbeing during these activities and if they do not wish to participate in these activities, they may inform Kosher Scotland and suitable alternative arrangements will be made. By agreeing to the terms and conditions of the trip, the Group Leader and its Customers waives the right to involve Kosher Scotland in any legal proceedings resulting from any damages or injuries that may arise from activities on the trip.

4. Arrival

The Group Leader and its Customers understand that they are responsible for arranging their own airfare and/or transportation to arrive in Scotland. Any issues with; delayed or missed flights or transportation, cancelled flights or transportation, or arriving late to the trip due to other problems with flights or transportation, are solely the responsibility of the Group Leader and its Customers and any monies lost due to this are not able to be refunded, reimbursed or compensated by Kosher Scotland. The Group Leader's and its Customer's specific passport and visa requirements, and other immigration requirements, are solely the Group Leader and its Customer's responsibility and should be confirmed with the relevant embassies and / or consulates in advance. Kosher Scotland does not accept any responsibility if the Group Leader and/or its Customers cannot participate in the trip because they have not complied with any passport, visa or immigration requirements.

5. Behaviour

The Group Leader and its Customers are legally responsible for their own behaviour and actions while on the trip. Any damages or injuries incurred by participants on the trip as a result of the behaviour or actions of other participants, whether civil or criminal, are to be pursued directly between the involved participants. By agreeing to the terms and conditions of the trip, the Group Leader and its Customers waive the right to involve Kosher Scotland in any legal proceedings resulting from any damages or injuries, whether criminal or civil, that may arise as a result of another participants' behaviour or actions while on the trip.

6. Insurance

The Group Leader understands by agreeing to the terms and conditions, and paying for the trip, that they and their Customers are required to arrange their own travel and health insurance for the duration of the trip. Please note Kosher Scotland does not refund any deposits or payments over and above terms and conditions. Kosher Scotland does not take responsibility for the Group Leader or Customers's personal body or belongings during the trip and all related damages or injuries that may occur while on the trip are to be pursued directly between



the customer and their insurance company. By the Group Leader agreeing to the terms and conditions of the trip, the Group Leader and its Customer waive the right to involve Kosher Scotland in any legal proceedings resulting from any damages or injuries that may arise while on the trip, or resulting from the period before, during or after the trip.

7. Guidelines

The Group Leader understands that by agreeing to come on the trip, they and their Customers must follow the guidelines put in place by Kosher Scotland, and failure to do so may result in being ejected from the trip without refund. By agreeing to the terms and conditions of the trip, the Group Leader waives the right to pursue legal proceedings against Kosher Scotland as a result of themselves or any of their Customers being ejected from the trip due to not following the guidelines.

8. Liability

Responsibility for the Group Leader and its customer's personal belongings are the sole responsibility of the Group Leader and Customer. Kosher Scotland is not responsible for any injuries or damages incurred by the Group Leader or its Customers while on the trip, whether as a result of theft, loss, damage or any other reason. The Group Leader waives any rights to pursue legal damages and/or compensation against Kosher Scotland as a result of any damages to their own or that of their Customers's personal belongings or body sustained on the trip.

9. Hotel

Rooms in the hotel have been prepaid by Kosher Scotland. The Group Leader understands that they are required to provide a credit card or other means of payment to the hotel upon arrival in order to cover any extras which may be charged to the room by the Group Leader or its Customers during their stay. Any damages or compensations the Group Leader or Customer may seek from the hotel, or vice versa, as a result of their stay are to be pursued directly with the hotel. By agreeing to the terms and conditions of the trip, the Group Leader waives the right to involve Kosher Scotland in any legal proceedings resulting from any damages or injuries, whether criminal or civil, that may arise between themselves or their Customers, and the hotel.

10. External Vendors

The Group Leader understands that all services provided by third party external vendors (Event spaces, entertainment venues, food suppliers, hotels bars, clubs, bus or taxi companies etc) are the responsibility of those vendors. By agreeing to the terms and conditions of the trip, the Group Leader waives the right to involve Kosher Scotland in any legal proceedings resulting from any damages or injuries, whether criminal or civil, that the customer may incur as a result of the services or products provided by said external vendors to themselves or their Customers.

11. Payment Amount

The cost for the trip has been agreed upon by the Group Leader and, including the deposit amount of £500 per person. The Group Leader will be issued with a payment request from Kosher Scotland for 50% of the initial cost. Before the trip the Group Leader will be issued with a payment request for the outstanding balance – or another amount which two parties agree upon in writing. Failure by the Group Leader to pay the final amount they are required to for the trip before the agreed upon date, may result in a loss of any previous monies paid.

12. Deposit

The Group Leader will be required to pay a deposit amount of £500 in order to secure their dates for the trip. The deposit is refundable up to two weeks after payment (minus any processing fees or currency fluctuations) after which the deposit will not be refundable.

13. Refunds a. Paid via Stripe (Credit Card)

We incur a 3% handling fee on all transactions via Stripe. Any refunds the Group Leader receives will not include a refund of the handling fee.

b. Wire Transfer/ACH Payment

If the Group Leader chooses to pay by wire transfer or ACH Payment; the money will only be considered paid by Kosher Scotland upon receipt of funds. Wire transfers are subject to a \$4.14 fee which will not be refunded. ACH Payments are not subject to handling fees. It is the Group Leader's responsibility to provide proof of a transfer of funds to Kosher Scotland, and to identify the transaction. Any monies lost by the Group Leader or its Customers due to incorrect transfer information, or transfers which cannot be identified by Kosher Scotland, are the responsibility of the Group Leader. Any refunds given on payments by bank transfers may fluctuate due to processing fees and international exchange rates.

14. Cancellation by the Group Leader

The Group Leader reserves the right to cancel the trip at any time. All deposits for trips are refundable for two weeks. Other payments are only refundable according to the criteria set out below. Refunds due as a result of



cancellation by the Group Leader will be processed in the following manner (minus transaction, processing or handling fees).

More than 12 weeks until the start of the trip – the Group Leader forfeits all deposits and 50% of the full tour rate.

More than 8 weeks until the start of the trip – the Group Leader forfeits all deposits and 75% of full tour rate.

After 4 weeks until the start of the trip – no refund will be issued on the total payment by the Group Leader or their deposit.

15. Cancellation by Provider

In the event that Kosher Scotland decides to cancel the trip, the Group Leader shall be issued with a full refund (minus transaction processing or handling fees). Kosher Scotland will not be held liable for any flight or transportation expenses or any other fees the Group Leader or its Customers may incur as a result of cancellation of the trip. Kosher Scotland shall not be held liable by the Group Leader or its Customers for any cancellation where the cancellation is caused by matters beyond the reasonable control of Kosher Scotland (including but not limited to; Act of God, vendor cancellation, civil commotion, fire, flood, war, threat of war, terrorist activity, pandemic, national or nuclear disaster, late delivery, adverse weather conditions or any other event which is outside of our reasonable control) and in the result of the trip being cancelled for such reasons, the customer may only receive a partial refund.

16. Itinerary

The Group Leader understands that any itineraries or brochures may be subject to change up until the start date of the trip. Kosher Scotland reserves the right to change any part of the trip that may have been advertised at its discretion. The Group Leader will be informed of all changes and be given a full final itinerary before the trip.

17. Indemnification

To the fullest extent permitted by Law, the Group Leader shall indemnify and hold Kosher Scotland and its Indemnitees harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses or liabilities incurred by or asserted against the Group Leader or its Customers for injury (including death) to persons or damage or destruction to property and any and all fees, costs or penalties incurred by the Group Leader or its Customer or to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise from the trip.

18. Governing Law

This Agreement will be governed by and construed in accordance with the laws of Scotland. By agreeing to the terms and conditions of the trip, any legal proceedings the customer may wish to pursue against Kosher Scotland will only be actionable in Scottish courts.

19. Acceptance of Terms and Conditions

A transfer of funds by the Group Leader to Kosher Scotland shall be considered as acceptance of the Terms and Conditions laid out in this document. Any Cancellation by the Group Leader and all monies transferred shall be dealt with as laid out in Section 13 of the Terms and Conditions.