

## Yaldi Tours Terms and Conditions

By making a booking or by participating in, any event or tour organised or run by Yaldi Tours Limited (including the 'Edinburgh Pub Crawl'), you the 'Participant', agree to the following terms and conditions without reservation:

- 1. Participant Safety:** All Participants are responsible for their own safety and well-being during tours and events. Yaldi Tours Limited, will do its best to ensure that Participants safely attend a variety of localities and venues within Edinburgh. However, Yaldi Tours Limited cannot mitigate against every eventuality and as such, Yaldi Tours Limited's events involve an element of potential risk. All Participants acknowledge this and attend events of their own accord and at their own risk.
- 2. Alcohol Consumption:** Edinburgh Pub Crawl events include opportunities for Participants to consume alcohol at their own discretion. Yaldi Tours Limited urges all Participants to drink responsibly and cannot accept any responsibility or liability if Participants drink excessively resulting in damages, ill health, injury, or death.
- 3. Health Conditions & Disabilities:** All Participants should be aware of their own physical or mental limitations before attending an event. Participants with medical conditions or who are pregnant are strongly advised not to participate in Edinburgh Pub Crawl events. Participants must inform Yaldi Tours Limited of the full nature of any medical condition or disability they have before participating, if they wish any reasonable adjustments to be made to ensure their or other's safety.
- 4. Age Requirements and Proof of ID:** All Edinburgh Pub Crawl Participants must be 18 years of age or older. Yaldi Tours Limited operates a challenge 25 policy. If a member of staff is unsure that a Participant's age is over 25 years, we will require Participants to present an ID document to prove a Participant's age. Only official documents will be accepted as proof of age, which includes but is not limited to: passports, driver licences, proof of age (18 plus) cards and national ID cards. If a

Participants are unable to present a valid ID when requested or present an unacceptable form of identification, including but not limited to: photocopies, student cards and other non-government issued identification, Participants will be turned away from their booked event without a refund.

**5. Ticket Requirements:** All Yaldi Tours Limited events require the purchase of a valid ticket, unless advertised otherwise. Tickets purchased from authorised Distributors (such as hostels, accommodation providers, online sales platforms, etc) will be redeemed for a wristband at the starting venue. We do not accept any tickets purchased through non-authorised providers or platforms and have no liability to refund tickets purchased from non-affiliated platforms.

Participants are required to present a ticket or booking confirmation at the start venue of each tour, at the time and location stated on said ticket or booking confirmation. If Participants do not meet our staff before they leave this location, approximately 45 minutes after the start of the tour, Participants will not be eligible for a refund.

**6. Ticket Variation:** Participants may not change or cancel tickets after purchase with any distributor. Direct sales made with Yaldi Tours Limited may be refunded or exchanged for a ticket for another date at Yaldi Tours Limited's discretion.

**7. Cancellations:** Yaldi Tours Limited reserves the right to cancel any tour at its discretion, for any reason. In the event of a cancellation, Yaldi Tours Limited will try to contact Distributors and Participants as quickly as possible and will refund or replace tickets where appropriate. In the event of a cancellation for a non-Force Majore related reason, Participants will be entitled to a full refund if requested within 6 weeks of the cancellation.

**8. Force Majore:** In the event of Force Majeure, such as, but not limited to, pandemics, strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection,

accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance; Yaldi Tours Limited cannot be responsible for the availability of any refunds or ticket variations. If a tour cancellation or variation is made for another reason but also when an event of Force Majeure is affecting the United Kingdom, this clause will take priority over any other clause in these terms and conditions.

**9. Variation of Venues:** Yaldi Tours Limited reserves the right to change or modify tours without notice, including changing or altering venues and routes. In the event of a change, Yaldi Tours Limited will endeavour to substitute comparable venues, but accepts no liability for changes or any perceived loss of value.

**10. Participant Behaviour:** Yaldi Tours Limited accepts no liability for any Participant's behaviour and reserves the right to refuse entry, or remove from any tours and events, anyone who is drunk, disorderly, aggressive, abusive, anti-social or in any other way jeopardises the safety of staff and other Participants. In the event of refusal or removal from an event, Yaldi Tours Limited will not refund tickets or cover any costs incurred as a result.

**11. Indemnities:** The Participant agrees to indemnify Yaldi Tours Limited (it's employees, directors, suppliers, agents, distributors, representatives, etc) against any third-party claims as a result of the Participant's behaviour and actions. Any damages or loss caused by a Participant is solely the Participant's responsibility and liability.

**12. Venues:** All venues (including bars and clubs), attended by Edinburgh Pub Crawl, reserve the right to refuse entry or remove Participants from their venues for reasons including but not limited to, being drunk, disorderly, aggressive, abusive, or undertaking anti-social behaviour. Yaldi Tours Limited accepts no liability in the event of refusal or removal from a venue and will not refund tickets in such an event.

If Participants are refused entry from a venue for a valid reason, Yaldi Tours Limited reserves the right to remove a Participant from their tours and events on the same grounds without providing a refund or any other compensation.

Each venue is its own business with its own safety a security policy which Participants are required to adhere to. Yaldi Tours Limited accepts no liability for any damaged or injury caused to Participants while at these venues caused by third parties, or members of the public who are also guests of the venues at the time.

**13. Group Bookings:** Any group consisting of 10 or more people must first contact a member of Yaldi Tour's staff and gain authorisation to join our public tours before booking a ticket. This is to ensure that the quality of our public tours is maintained. Once contact is made a group will be offered to join our public tour or a private tour. If this clause is ignored, and any of the warnings on our website and other platforms, Yaldi Tours Limited reserves the right to refuse entry to such a group without eligibility for a refund.

Any private tour booking will be required to pay a deposit of at least the value of 10 persons at the agreed price of their package (the "Deposit"). If a request for refund is made this will be at the discretion of Yaldi Tours Limited, but in any case the Deposit will not be refundable.

**14. Severance:** If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

**15. Photography:** During our activities and tours photos may be taken of individuals and the group for promotional and security purposes. By booking on our tours, you consent to the use of your photo in our promotional material and to be posted

publicly. If you do not wish your photos or likeness to be used please contact us or make yourself known to the staff members running your tour.

16. **Jurisdiction:** These terms and conditions are governed by Scots law and any disputes are subject to the exclusive jurisdiction of the Scottish Courts. All disputes that cannot be amicably resolved should be submitted to the Edinburgh Sheriff Court in their first instance.

17. **Privacy Policy:** Please see our website for our privacy policy and for full information on how we manage your personal data.