

## Programme Booking Terms and Conditions

All programmes you book with us are provided and delivered subject to the following conditions:

### 1. General terms and conditions

- 1.1 Venture Mòr reserves the right to alter the “Terms and Conditions for Programme Bookings” at any time.
- 1.2 The conditions pertaining to a booking are those detailed in the issue of “Terms and Conditions for Programme Bookings” at the time of booking.

### 2. About Venture Mòr

- 2.1 Established in 2010, Venture Mòr is a social enterprise and company limited by shares registered in Scotland (company number SC378890) having its registered office at Argyle House, 3 Lady Lawson Street, Edinburgh EH3 9DR. Venture Mòr is the wholly owned social enterprise of Venture Trust – a charity supporting vulnerable people to make positive, long-term changes in their lives. Venture Trust is a registered charity in Scotland (SCO38932) and in England & Wales (2855891). The VAT registration number is 218 7324 07.
- 2.2 The organisation comprises: an outdoor activity company providing Wilderness Therapy and Parent programmes across the Highlands; and a pledge to provide a springboard into the world of work for disadvantaged young adults.

### 3. Definitions

- 3.1 “Venture Mòr”, “we” and “us” means the Venture Mòr Ltd.
- 3.2 “Customer” and “you” means any individual who makes or is making a booking with Venture Mòr.
- 3.3 “Start date” means the date of programme commencement.

### 4. Contract

- 4.1 Your Contract is with Venture Mòr.
- 4.2 You warrant and guarantee that:
  - 4.2.1 you have the authority to enter into this Contract;
  - 4.2.2 that you accept the terms of this Contract;
  - 4.2.3 that the Contract shall apply to your booking to the exclusion of all other terms and conditions; and
  - 4.2.4 that where you are making this booking on behalf of other persons, you have their authority, and where they are under the age of 16 years of age, you are or have the authority of their parents or guardians to enter into this Contract.
- 4.3 The Contract between us will be formed when Venture Mòr is in receipt of the non-refundable deposit from you.

## 5. Confirmation of booking

- 5.1 To confirm your booking you are required to pay a **non-refundable deposit**. Your balance must be paid by the due date shown on your invoice or in correspondence and failure to do so may result in the cancellation of your child's place. Upon receipt by us of your deposit the contract between us will become binding and we will send you an invoice for the balance and advise you of the date for payment. The prices are quoted in UK Sterling; however payment will also be accepted in US Dollars and Euros. If you would like to pay in US Dollars or Euros, please contact us before sending payment so that we can advise you of the exact balance due in your chosen currency – this will be calculated at our exchange rate at the time of payment. Payment will be accepted by:
- a. details for Bank Transfer are available from our office.
  - b. cheque

## 6. Cancellation by you

- 6.1 Any **cancellation must be notified in writing** by the person who made the booking. If you cancel a place on the programme:
- a. more than 28 days prior to the start of the programme, you will only be charged your deposit, unless we are able to re-sell the place before the start date in which case you will be refunded your deposit less an administration fee;
  - b. between 28 and 14 days, you will be charged 50% of the full programme cost;
  - c. less than 14 days before the start of the programme, on or after the commencement of the programme, you must pay the full programme price.
- 6.2 We appreciate that wholly unforeseen events may result in cancellation. We therefore strongly advise you to take out insurance against irrecoverable cancellation cost (see section 8 below). You will be advised of the exact amount of any cancellation charge prior to the cancellation being finalised.

## 7. Changes/cancellation by Venture Mòr

- 7.1 Before you enter into a contract with us, we reserve the right to change any of the facilities, services or prices described in our brochure or website. We also reserve the right to cancel the programme. For example, if the minimum number of clients required for a programme is not fulfilled, we may have to cancel the programme. **Any changes are usually minor**, and we will advise you at the earliest possible date. **If a major change becomes necessary**, we will inform you as soon as reasonably possible. A major change is an alteration of the start or finish time of your programme by more than 12 hours or a change of start/finish location. When a major change or cancellation occurs you will have the choice of either accepting the change of arrangements, transferring onto another available programme with us, or cancelling a participant's attendance. Should you choose to cancel, we will refund all recoverable payments made directly to us, this will usually include any deposit paid. We will not however be in a position to refund any personal expenses you may have incurred as a result of your booking such as flight payments, travel insurance, equipment purchases, visas, etc. Where a major change or cancellation arises from circumstances amounting to force majeure (see below), we will endeavour to refund all sums as yet unpaid by us to our suppliers, however your insurance policy must cover the remainder.

## 8. Changes by you

- 8.1 If you, after booking onto a programme and paying a deposit and/or full payment, would like to change onto an alternative programme, an additional administration fee is payable. If the programme originally booked starts within 28 days of the request to change being made, any

such change may be treated as a cancellation by the client, in which case the conditions in section 6 will apply.

- 8.2 Any information provided by us on such matters as climate, clothing, baggage, special equipment etc. is given in good faith but without responsibility on the part of Venture Mòr.
- 8.3 It is a **fundamental booking condition** that you accept the hazards involved in this sort of programme and you accept that in visiting remote and mountainous regions there is an element of in-programme flexibility. The programme structure stated in the any itinerary you receive is indicative only and not a guarantee that a particular route will be followed or place reached. You must accept that delays and alterations and their results, such as inconvenience and discomfort, are possible where unforeseen circumstances arise. The participant must have a level of fitness commensurate with the programme demands and you are responsible for bringing the appropriate equipment, details of which will be sent to you at the time of booking. If, in the opinion of the Venture Mòr guide or instructor, your fitness or equipment may compromise the safety of a programme we reserve the right to cancel or terminate your involvement in a programme. In these circumstances you will not be entitled to a refund nor compensation.

## 9. Accommodation

- 9.1 Accommodation is usually in male/female bunk rooms unless stated otherwise. Whilst on expedition and camping elements of the programme, the above applies to tented accommodation.

## 10. Complaints

- 10.1 If you have a complaint about the programme you should make it known to the staff at the earliest opportunity. If you feel your complaint has not been properly dealt with we shall endeavour to agree a settlement with you. Any outstanding complaint not resolved during the programme should be notified to us in writing within 30 days of the scheduled date of return.
- 10.2 Venture Mòr will accept liability for the negligence of its employees causing direct physical injury to participants only to the extent that it is obliged under Scottish law. We cannot be held responsible for any mishap to yourself or your property, and in particular for the consequences of flight cancellations, vehicle accidents, strikes, sickness, Government or customs or police intervention or other such happenings amounting to force majeure. Venture Mòr and its employees are covered by public liability insurance up to a maximum of £10,000,000 in any one event. By entering into this contract you acknowledge that Venture Mòr has taken all reasonable steps to safeguard its liability.
- 10.3 Venture Mòr shall not be liable for any damages caused by the total or partial failure to carry out the programme if such failure is: attributable to anyone other than the Venture Mòr staff; unforeseeable or unavoidable and attributed to a third party unconnected to Venture Mòr; a result of unusual or unforeseeable circumstances, reasonably beyond the control of Venture Mòr; a result of an event which Venture Mòr or any of its agents, even with all due care, could not foresee. Where Venture Mòr is found to be liable for damages in respect of its failure to carry out the programme, the maximum amount of such damages, compensation and loss of enjoyment will normally be limited to two times the cost of the programme. Where the damage relates to damage caused by the provision of road, rail, river or sea transport, or hotel accommodation, any compensation payable will be limited by the Athens Convention 1974 (sea), the Berne Convention 1961 (rail), and the Paris Convention 1962 (hotel accommodation). All transport is undertaken entirely at your own risk. Any independent arrangements you make which are not part of the programme are entirely at



your own risk. We shall not be liable for any consequential loss or costs e.g. missed transport connections incurred by you as a result of cancellations or delays experienced during the programme.

- 10.4 The booking conditions may only be waived by a Director of Venture Mòr in writing. When you enter into this contract you agree to accept all these booking conditions, and when we accept your booking we agree to carry out our obligations to you as defined in any programme information provided to you. Both sides of this agreement are made subject to, and must be interpreted and enforced according to Scottish Law in a Scottish Court.

Venture Mòr Ltd, 24 January 2018