

Group Booking Terms and Conditions

1. General terms and conditions

- 1.1 Venture Mòr reserves the right to alter the “Terms and Conditions for Group Bookings” at any time.
- 1.2 The conditions pertaining to a booking are those detailed in the issue of “Terms and Conditions for Group 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 with 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 adventure holidays across the Highlands; a large hub in the form of Hartfield House in Applecross; 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”, “you” and “Participant” means any individual who makes or is making a booking with Venture Mòr.
- 3.3 “Programme” means a holiday as advertised or bespoke provision.
- 3.4 “Start date” means the date of programme commencement.

4. Contract

- 4.1 Your Contract is with Venture Mòr.
- 4.2 When you make a booking to participate in one of the programmes of Venture Mòr (a “Programme”) you do so on behalf of yourself and each of your participants (each a “Participant” together the “Participants”).
- 4.3 You warrant and guarantee that:
 - 4.3.1 you have the authority to enter into this Contract;
 - 4.3.2 that you accept the terms of this Contract;
 - 4.3.3 that the Contract shall apply to your booking to the exclusion of all other terms and conditions; and
 - 4.3.4 that where you are making this booking on behalf of other persons, you have their authority, and where they are under the age of 18 years of age, the authority of their parents or guardians to enter into this Contract.
- 4.4 The Contract between us will be formed when Venture Mòr receives a signed copy of the Contract from you.

5. Fees

- 5.1 The total programme fee is the total cost of the Programme (“Total Programme Fee”).

- 5.2 The Total Programme Fee is exclusive of VAT which will be charged at the current rate.
- 5.3 The Total Programme Fee must be paid no later than 8 weeks before the commencement of the Programme (the “Start Date”).
- 5.4 Where any payment due from you is overdue, Venture Mòr reserves the right to charge interest on the full outstanding amount, on a daily basis, at the rate of one per cent (1%) above RBS plc base rate, until payment in full is made.

6. Cancellation or amendment by you

- 6.1 You may cancel the Programme at any time.
- 6.2 In the event of cancellation you will be required to pay the applicable cancellation charge, (the “Cancellation Charge”) as shown below.

Cancellation Date	Cancellation Charge
From date of booking until 6 months prior to the Start Date	20% of the Total Programme Fee – the deposit
More than 8 weeks but less than 6 months prior to the Start Date	50% of the Total Programme Fee
Fewer than 4 weeks prior to the Start Date	100% of Total Programme Fee

The date of effective cancellation is the date of receipt by Venture Mòr of written notice of the cancellation from you. You must not assume Venture Mòr has received your notice of cancellation until you have received an acknowledgement from Venture Mòr (the “Acknowledgement”), confirming the cancellation of your booking and providing details of any sums due. If you do not receive the Acknowledgment within 5 days of your notice of cancellation you must submit a new cancellation notice as we will not have received your original notification and it will be deemed not to have been sent.

- 6.4 You may usually add additional Participants to the Programme up until the Start Date by written notice to Venture Mòr. Where Venture Mòr can meet your request, your Total Programme Fee shall be varied accordingly and any extra payments required shall be invoiced by Venture Mòr and shall be due and payable as directed by Venture Mòr.
- 6.5 In the event of the cancellation of a Participant’s place on the Programme, you may transfer that place to a new Participant by written notice up to two weeks prior to the Start Date. Notice of transfer must be accompanied by all relevant information, for example all medical information, for each new Participant. Alternatively, you may reduce the number of Participants taking part in the Programme.

7. Cancellation or amendment by Venture Mòr

- 7.1 If for any reason Venture Mòr is not able to offer the Programme on the terms of the booking which you have made, Venture Mòr shall endeavour to find an alternative programme for you to attend.
- 7.2 If no alternative programme arrangements can be agreed between you and Venture Mòr, Venture Mòr may cancel your booking.
- 7.3 If the Total Programme Fee is not paid on the due date, Venture Mòr may cancel your booking and the relevant Cancellation Charge will apply.

- 7.4 Other than pursuant to clause 7.3, in the event of a cancellation of the Programme by Venture Mòr, Venture Mòr will provide you with a refund of such amount of the Total Programme Fee as has been paid to Venture Mòr by you.

8. Insurance

- 8.1 The Total Programme Fee includes public, product and third party liability insurance cover.
- 8.2 The Total Programme Fee does not include personal accident, travel or cancellation insurance cover unless specifically and explicitly arranged with us. It is your responsibility to ensure that all of your Participants have suitable insurance cover in place for these areas of risk.

9. Force Majeure

- 9.1 Venture Mòr shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

10. Health and Safety

- 10.1 A medical declaration must be fully completed and returned to Venture Mòr, signed by each Participant (or by the Participant's parent or guardian if under the age of 18 years) at least four weeks prior to the Start Date. Within the medical declaration, each Participant must confirm that they are in good general health to take part in the Programme including but not limited to having a reasonable basic level of fitness, and Participants must be willing and able to become involved in every aspect of the Programme.
- 10.2 If the medical declaration is not completed and returned Venture Mòr reserves the right to decline or cancel a Participant booking without having to pay any compensation and you will be liable to pay the cancellation charges outlined at clause 6.
- 10.3 You must inform Venture Mòr if any Participant has a medical problem or disability before you confirm your booking as not all Participants may be able to participate in all Programmes.
- 10.4 If any new medical problems or disabilities are suffered or arise between the entry into the Contract pursuant to clause 4.4 and the Start Date you must notify Venture Mòr immediately. Venture Mòr reserves the right to decline or cancel a Participant's place if it considers that to continue would be harmful to the health or safety of the Participant or other Participants on the Programme.
- 10.5 You must inform us if any Participant has come into recent contact with an infectious disease. Where the Start Date falls within the accepted quarantine period for transmission of any such disease, Venture Mòr reserves the right to exclude that Participant from the Programme. This shall be deemed to be a Programme cancellation by you. No compensation shall be payable by Venture Mòr to you or the Participant and you may be liable for payment of the Cancellation Charge set out at clause 6.2.
- 10.6 Smoking will not be tolerated on any Venture Mòr premises except within the designated smoking areas.

- 10.7 By signing this Contract you accept on behalf of each Participant and agree to comply with Venture Mòr's safety and disciplinary procedure and accept the authority of the Programme Instructors or leaders. An overview of Venture Mòr's safety arrangements, child protection, risk assessments and staff qualifications can be found on our website www.venturemor.co.uk.

11. Behaviour

- 11.1 In the event that:

11.1.1 A Participant's behaviour during the Programme may prejudice the safety and wellbeing of any member of the Programme, or the satisfactory progress of the Programme; or

11.1.2 Venture Mòr is informed through the medical declaration form, or at any point prior to the Start Date that a Participant's behaviour is likely to prejudice the safety and wellbeing of the Participant or of any Participant of the Programme or any other party involved in the Programme, or any other Programme, Venture Mòr reserves the right to cancel the Programme booking or remove that Participant from the Programme, as appropriate. In such an event, you shall reimburse Venture Mòr for any reasonable costs, losses or expenses which Venture Mòr incurs or suffers as a result of the decision to exclude the Participant.

- 11.2 In the event of a Participant being excluded from a Programme pursuant to this clause 8, no refunds of any part of the Programme fees will be paid and Venture Mòr will not be responsible for (and you agree to indemnify us against) any costs arising, whether directly or indirectly, including costs of travel or legal expenses.

12. Marketing and promotions

- 12.1 The information contained in Venture Mòr's brochures and any other literature ("Marketing Material") is provided in good faith and is intended to represent a general picture of Venture Mòr's products and services and shall not form any part of this Contract.
- 12.2 Venture Mòr occasionally employs a professional photographer to take pictures or video recordings of Participants to use in our Marketing Material. If you or any Participant does not wish to appear in any such Marketing Material, please inform Venture Mòr when returning the medical declaration.
- 12.3 Venture Mòr may use your written feedback in Marketing Material provided in any form. Please inform Venture Mòr if you do not wish to be quoted.

13. Data protection

- 13.1 Venture Mòr shall (and shall procure that any of its staff involved in the provision of this Contract) comply with all obligations under the Data Protection Act 1998 ("DPA"). In particular data shall be obtained, processed and held in accordance with the DPA.
- 13.2 By providing personal data to Venture Mòr you consent to it being processed, used and held by Venture Mòr in accordance with the DPA.
- 13.3 You consent to Venture Mòr using your information to occasionally contact you and your Participants (where they are over the age of 18 years) for marketing purposes by post, telephone, email and mobile message. This will enable Venture Mòr to tell you about offers, news and events available from Venture Mòr and its parent charity Venture Trust, which it believes may be of interest to you. If you do not wish to be contacted by Venture Mòr for marketing purposes please let Venture Mòr know by calling 0845 340 2059. Venture Mòr will not give out your details to external parties that are not linked to Venture Mòr.

14. Complaints

- 14.1 If you have a complaint during the Programme you must raise this matter with the Programme Instructor or leader at your earliest opportunity.
- 14.2 If you are unable to raise any issues or complaints during the Programme please contact Venture Mòr's Team in writing at our registered office, giving your booking reference and all other relevant information together with any evidence to substantiate your complaint. Venture Mòr must receive any such complaint no later than 28 days from the date of the Participants return from the Programme.

15. Our liability

- 15.1 The liability of Venture Mòr, and all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by the law.
- 15.2 This Clause 15 sets out the entire financial liability of Venture Mòr (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer, whether Venture Mòr is operating from its own premises or the premises of another in respect of:
- 15.2.1 any breach of the Contract however arising;
- 15.2.2 any use made by the Participant of Venture Mòr's services; and
- 15.2.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 15.3 Nothing in the Contract limits or excludes the liability of Venture Mòr:
- 15.3.1 for death or personal injury resulting from negligence; or
- 15.3.2 for any damage or liability incurred by any Participant as a result of fraud or fraudulent misrepresentation by Venture Mòr.
- 15.4 Save as provided in clause 15.3;
- 15.4.1 Venture Mòr shall under no circumstances whatsoever be liable to the Participant, whether in contract (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 15.4.2 Venture Mòr's total liability to the Participant in respect of all other losses arising under or in connection with the Contract, whether in contract (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum equivalent to the Total Programme Fee.
- 15.5 Venture Mòr excludes liability for any sum which can be recovered through your Insurance Cover or any other insurance cover or policy under which the loss can be recovered.

16. Your liability

- 16.1 You will be held liable for any acts whether intentional or negligent acts and/or omissions causing damage to any property, equipment and any assets involved in the provision of the Programme. This includes but is not limited to property owned, leased or hired by Venture Mòr and any property of third parties used in the provision of the Programme.
- 16.2 You will be held liable in accordance with clause 13.1 for any damage caused by you and/or any Participants on behalf of whom you have made a booking.

17. Notices

- 17.1 Any notices must be in writing delivered by hand, first class post, fax or email addressed to the recipient at its registered office or to any other address, or fax number, as notified in writing to the sender by the other party. A notice delivered by hand is served when delivered, a notice sent by first class post is served 48 hours after posting and a notice served by fax or email is served when the fax or email is sent.

18. Severance

- 18.1 If any court or competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal or unenforceable, that provision shall. To the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the contract shall not be affected.
- 18.2 If any invalid, unenforceable or illegal provision of the contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Waiver

- 19.1 A waiver of any right or remedy under the contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute of that or any other right or remedy.

Venture Mòr Ltd, 1 February 2016