

# VENTURE FORCE: TERMS AND CONDITIONS – ADULT INDIVIDUALS

These Conditions set out the terms and conditions agreed between Venture Force and the Customer in relation to the Customer's Booking of an Expedition with Venture Force.

The Customer must ensure that they read these Conditions carefully before continuing with the Booking. By making a Booking with Venture Force, the Customer agrees to be bound by these Conditions. The Customer should print a copy of these Conditions for their future reference.

## 1 DEFINITIONS AND INTERPRETATION

In these Conditions:

**Additional Charges** has the meaning given in Condition 5

**Adult Individuals** means an individual over the age of 16, who books a place as a participant on an Expedition

**Adult Individual Expeditions** means an expedition organized by Venture Force in which individuals unconnected individuals can join the group

**Booking** means a booking with Venture Force for the Customer to participate in an Expedition made via completion of the booking form

**Booking confirmation notice** means the document provided to the customer to confirm receipt of the deposit payment and the acceptance of the booking; in accordance with condition 2.5. This forms the contract between the Customer and Venture Force for the Customer's purchase of a place (or places in the case of a lead customer) on the Expedition, including these Conditions and any documents referred to in these Conditions including the Expedition Confirmation Notice and the Consent Form(s)

**Booking form** means the online or pdf. form provided to the Customer after their initial enquiry

**Brochure** means a brochure provided by Venture Force to the Customer setting out details of the Expedition

**Conditions** means the terms and conditions set out in this document

**Consent Form** means the form to be completed by each Participant and, where the Participant is under the age of 16, it must be signed by a parent or guardian of the Participant

**Customer** means the person who makes a Booking with Venture Force (and in the case of an adult individual booking for themselves and a minor, means the Lead Customer)

**Departure Date** means the scheduled date of commencement of the Expedition, as set out on the Expedition Confirmation Notice

**Deposit** means the initial payment (amount as detailed in the brochure or quote) to be paid by the Customer to reserve the Booking

**Expedition** means the expedition, adventure, project, training weekend, trip or trek offered by Venture Force which the Customer wishes to participate in

**Expedition Leader(s)** employee(s) of Venture Force who participate in and lead the Expedition

**Expedition Portal** means the portal accessed via the Website, by which the Customer can access all the information and the relevant documents relating to the Expedition

**Force Majeure Event** means any event beyond the reasonable control of Venture Force which may include (but is not limited to): (i) an act, threat or suspicion of terrorism, insurrection, riots, war, civil unrest and/or military action; (ii) the exercise of emergency powers by any local, regional or national governmental authority; (iii) fire, flood, earthquake, storm, lightning, other natural disasters or adverse weather conditions or 'acts of God'; (iv) epidemic, pandemic or other serious health concern; (v) industrial action, labour disputes, strikes and/or lock-outs; (vi) blockage or embargo; (vii) malicious damage or explosion; (viii) compliance with law or governmental order, rule, regulation or direction; (ix) failure or delay of supplies of power, fuel, transport, equipment, telecommunications systems, Internet or other goods and/or services (including any third party services or materials) and (x) any other event of a similar nature to those set out in this definition beyond the reasonable control of Venture Force and/or its suppliers or sub-contractors

**Lead Customer** means the adult individual booking for themselves and one or more minors

**Participant** means a person comprising part of the team

**Price** means the price of the Expedition as quoted on the Website or in the Brochure

**Team** the individuals booked to take part in the same expedition

**Transferee** has the meaning given in Condition 10.1.3

**Venture Force** means Venture Force Limited a company registered in England (company no: 07311321) with its registered address at: Chancery House, 30 St Johns Road, Woking, Surrey, GUL21 7 SA

**Website** means the Venture Force website at url: [www.ventureforce.co.uk](http://www.ventureforce.co.uk).

## **2 BOOKING PROCESS AND THE CONTRACT**

- 2.1 These Conditions apply to the Customer's Booking with Venture Force and set out the details of Venture Force's obligations to the Customer in relation to the Booking.
- 2.2 If a Customer is Booking on behalf of themselves and one or more minors, the Customer making the Booking will be the Lead Customer for the purposes of the Contract and agrees that they have the authority to make the Booking on behalf the participants under 16.
- 2.3 Bookings must be made by completing the booking form which should be returned either through the online form submission process or by emailing the completed form to Venture Force in accordance with Condition 27.
- 2.4 The deposit amount, as advised on the booking form and website, must be paid directly to Venture Force either by cheque (payable to Venture Force Ltd) or via bank transfer
- 2.5 Venture Force will only issue a booking confirmation notice once:
  - 2.5.1 the Booking process in Conditions 2.3 and 7.5 has been completed;
  - 2.5.2 the Deposit has been paid in accordance with Condition 6.1 (or in the case of Bookings made within 28 days of the Departure Date the full Price must be paid in accordance with Condition 6.3);
- 2.6 The Contract will come into force from the date Venture Force issues the Booking Confirmation Notice. Subject to Conditions 3 and 13, the Deposit becomes non-refundable from the date of issue of the Booking Confirmation Notice.

## **3 COOLING-OFF PERIOD**

- 3.1 In the event the Customer receives the Booking Confirmation Notice and is not entirely happy to proceed with the Booking then they may notify Venture Force that they do not wish to proceed with the Booking, provided that the Customer notifies Venture Force in writing (in accordance with Condition 27) within 7 of the date of issue of the Booking Confirmation Notice. In these circumstances the Booking will be cancelled, and the Deposit returned in full to the Customer.
- 3.2 The cooling off period set out in Condition 3.1 will not apply to any Booking that is made within 28 days of the Departure Date.

## 4 PRICE

- 4.1 The prices on the Website and Brochures are accurate as at the time of publishing but may be subject to increase from time to time to take account of inflation, a fluctuation in exchange rates, an increase in costs, an increase or imposition of any tax, duty or levy and/or any increase passed on to Venture Force by its service providers (for example, in-country service agents or flight operators).
- 4.2 Venture Force reserves the right to alter the advertised price of the Expedition at any time, but the Customer will be advised of the current Price at the time of Booking.
- 4.3 On receipt of the Booking Confirmation Notice the Price quoted and agreed at the time of Booking will be the Price to be paid by the Customer and the Price will not be increased except to allow for variations in (i) transport costs; (ii) dues, taxes or fees chargeable for services (such as landing taxes or embarkation or disembarkation fees at ports and airports); or (iii) the exchange rates applied to the Booking (iv) additional travel insurance fees (as per condition 19.2), and provided that no increase will be made within 30 days of the Departure Date and no increase will be applied unless it represents 2% or more of the Price.
- 4.4 Where a booking is accepted for a participant to join an existing Expedition, Venture Force reserves the right to adjust the Price to allow for increases in costs as per section 4.3
- 4.5 The Price includes (where applicable to the Expedition and save as otherwise stated in writing by Venture Force):
- 4.5.1 Two Expedition Leaders where the number of participants is between 10 and 15 and one Expedition Leader for Expeditions where the number of participants is below 10
  - 4.5.2 24hr incident management support (provided by experienced UK based operators)
  - 4.5.3 international flights (unless Expedition specific arrangements have been agreed)
  - 4.5.4 all in-country travel in destination of Expedition;
  - 4.5.5 accommodation, catering and facilities (subject to Condition 15.2)
  - 4.5.6 comprehensive travel, medical and repatriation insurance for the duration of the expedition, in accordance with Condition 19.

### VENTURE FORCE LIMITED

Postal Address: 8 Craven Street, Melton Mowbray, Leicestershire, LE13 0QU

Registered Business Address: Chancery House, 30 St Johns Road, Woking, Surrey, United Kingdom, GU21 7SA

- 4.6 The Price does not include (where applicable to the Expedition and save as otherwise stated in writing by Venture Force):
- 4.6.1 any visas or other similar travel documentation required for entry into the country
  - 4.6.2 any vaccinations or medical treatment required for travel
  - 4.6.3 any transport or accommodation prior to commencement of the Expedition (being, where the Expedition is outside the UK, departure from the UK)
  - 4.6.4 any additional accommodation charges (outside of the costs of bed and breakfast included in the Expedition), for example bar or laundry bills or single room supplements
  - 4.6.5 tips, sightseeing trips, 'spending money' or personal drinks and snacks outside of the catering specified
  - 4.6.6 personal equipment (for example appropriate clothing, footwear, baggage, mosquito nets)
  - 4.6.7 any charges for exceeding weight and/or baggage restrictions on any form of transport (including flights, boats, mules).

## 5 ADDITIONAL CHARGES

In addition to the Price, the Customer may be liable to pay Venture Force the following additional charges:

- 5.1 any charges of the nature set out in Condition 4.3, charged to Venture Force
- 5.2 any charges incurred by Venture Force as a result of updating or amending information to correct incorrect or incomplete information given by the Customer in accordance with Condition 8.2
- 5.3 any charges incurred by Venture Force as a result of a request by the Customer to make a change or changes to the Booking in accordance with Condition 9.2
- 5.4 an administration fees charged for amending a Booking in accordance with Condition 9;
- 5.5 where the Customer changes to a different Expedition, the difference in cost of the Expedition; and

- 5.6 any charges incurred with transferring a Booking to a Transferee in accordance with Condition 10.1.4.
- 5.7 any charges resulting from the late submission by the participant of expedition documentation, as per condition 7.4

## **6 PAYMENT TERMS**

- 6.1 Payment of the Deposit is required at the time of Booking
- 6.2 The Customer is required to pay the outstanding balance of the Price in full no less than 28 days before the Departure Date. If the outstanding balance is not received by Venture Force in full by 28 days prior to the Departure Date, Venture Force reserves the right to cancel the Booking and retain the Deposit and charge the customer for any cost incurred by Venture Force at the point of cancellation, without any liability to the Customer
- 6.3 If a Customer makes a Booking less than 28 days prior to the Departure Date, they will be required to pay the Price in full at the time of Booking
- 6.4 Payment of the Deposit must be by cheque or electronic bank transfer. The balance of the Price must be made by electronic Bank Transfer
- 6.5 The Customer will be offered a choice of payment plans on the booking form to pay the balance of the price. The customer must pay in accordance with the selected payment plan. If the customer fails to make payments as per the agreed payment plan, then Venture Force reserves the right to cancel the Customer's (or Lead Customer's) booking
- 6.6 Where Additional Charges are incurred in accordance with Condition 5, the Additional Charges will be added to the balance to be paid in accordance with Condition 6.2. Where such Additional Charges are incurred after payment of the balance of the Price, Venture Force shall be entitled to raise a separate invoice for such charges, which the Customer must pay within 14 days of receipt.

## **7 EXPEDITION PORTAL AND DOCUMENTS**

- 7.1 Subject to Condition 7.2, the Customer (or Lead Customer) will be given access to the Expedition Portal once a full team has been confirmed and no less than 14 days before the Departure Date
- 7.2 In the case of any Booking made within 28 days of the Departure Date, access to the expedition portal will be provided once the Price has been received in full cleared funds in accordance with Condition 6.

- 7.3 The Customer will complete the consent form, provide a copy of their passport, and complete the online data collection form as requested, details of these will be available on the expedition portal, and return the completed documents to Venture Force in accordance with condition 2
- 7.4 Where documents are not provided in time for Venture Force to make the necessary pre-expedition purchases, any additional costs incurred by Venture Force because of the delay in receiving paperwork will be charged to the customer as per condition. Venture Force reserves the right to cancel the Customers booking if documents are not provided prior departure
- 7.5 Where a Participant is under 16 years old, the Consent Form must be signed by the parent or legal guardian (as applicable). The Lead Customer is responsible for arranging the signing of the consent form for participants they have booked for that are under 16 years old. Venture Force reserves the right to cancel the Lead Customers booking if parental consent is not provided prior to departure

## **8 ACCURACY OF INFORMATION**

- 8.1 All information and data provided to Venture Force must be provided in full and be accurate in all respects. It is the sole responsibility of the Customer (or Lead Customer) to ensure that it is correct and the Customer (or Lead Customer) acknowledges and agrees that Venture Force uses this information to book travel and accommodation and there may be charges for amending any mistakes (for example, airlines may charge for amending passenger information).
- 8.2 If any information provided is incorrect or incomplete, Venture Force reserves the right to pass on any costs incurred as a result of updating or correcting such information.

## **9 CHANGES TO A BOOKING BY THE CUSTOMER**

- 9.1 The Customer may only request changes to the Booking in writing (in accordance with Condition 27) to Venture Force.
- 9.2 The Customer acknowledges and agrees that any changes they request to the Booking, once the Booking Confirmation Notice has been issued, may in some circumstances result in a cost implication for Venture Force. Venture Force will, where possible, seek to minimise such costs but reserves the right to pass on to the Customer any costs incurred as a result of such changes. Venture Force will confirm the nature of such costs (and where possible, the amount) to the Customer before such changes are made.

- 9.3 Venture Force reserves the right to refuse a request by the Customer to amend the Booking (where reasonable and appropriate). Where, either (a) the request for a change to the Booking is made within 60 days of the Departure Date or (b) in Venture Force's reasonable opinion, the requested amendment is material Venture Force may treat the request as a cancellation of the original Booking (and will be subject to cancellation charges in accordance with Condition 12).
- 9.4 If, after the Booking Confirmation Notice has been issued and before 60 days prior to the Departure Date, the Customer wishes to make a change to the existing Booking; Venture Force will charge an amendment fee of a minimum of £25.00 per Booking for each change and the cost of any non-refundable incurred costs.
- 9.5 If the Customer wishes to change to a different Expedition, Venture Force will use reasonable endeavours to accommodate the changes (subject to availability), provided that notification is received in writing (in accordance with Condition 27) from the Customer not less than 110 days before the Departure Date (of the original Booking). In these circumstances, Venture Force will be entitled to charge an administration fee of £25.00 per person, any unrecoverable costs, as well as any difference in cost of the Expedition (if more expensive than the original Booking) or will refund the difference, less the administration fee and any unrecoverable incurred costs (if less expensive than the original Booking).

## 10 TRANSFER OF A BOOKING OR PLACE ON AN EXPEDITION

- 10.1 Venture Force may accept a request by the Customer to transfer the Booking to another person provided that:
- 10.1.1 the request is received in writing by Venture Force no less than 60 days before the Departure Date;
  - 10.1.2 the Customer returns all original travel documents provided by Venture Force to the Customer to Venture Force at the time of the request;
  - 10.1.3 the Customer provides Venture Force with the full name and address of the person to whom the Customer wishes to transfer the Booking (the **Transferee**);
  - 10.1.4 Venture Force is able to confirm to its full satisfaction that (a) the Transferee is able to participate in the Expedition and fully satisfies all conditions applied to the Booking; (b) it has received all necessary documentation for the Transferee
  - 10.1.5 the Customer reimburses Venture Force for any costs incurred in transferring the Booking (including in accordance with Condition 9.2 and payment of the administration fee in accordance with Condition 9.4).

### VENTURE FORCE LIMITED

Postal Address: 8 Craven Street, Melton Mowbray, Leicestershire, LE13 0QU

Registered Business Address: Chancery House, 30 St Johns Road, Woking, Surrey, United Kingdom, GU21 7SA

- 10.2 The Customer and the Transferee will both be liable for payment of the Price to Venture Force (on a joint and several basis).
- 10.3 The provisions in Condition 10.1 will also apply where the Lead Customer requests to transfer a place on the Expedition from a Participant to another person.

## **11 CHANGES TO A BOOKING BY VENTURE FORCE**

- 11.1 Each Expedition is planned many months in advance and Venture Force may, from time to time, have to make changes to the Expedition. Usually such changes are minor and Venture Force reserves the right to make such changes without notifying the Customer.
- 11.2 In the event that a material change to the Expedition or Booking is necessary, Venture Force will advise the Customer of the change as soon as reasonably possible. Whether a change is 'material' depends on the nature of the Expedition and may include, for example, material changes in the standard of the accommodation or to travel arrangements or the Departure Date (but not for example a reasonable change to the flight time or change to accommodation of a similar standard). When a material change occurs, Venture Force will use reasonable endeavours to offer an alternative which is most suitable to the Customer and is as close as possible (for example, in standard, price or practicalities) to the original arrangements. The Customer will be offered the choice to either accept the proposed change or to accept a replacement Expedition offered by Venture Force (which again, will be of equivalent or closely similar standard and price) and Venture Force will refund the difference in price, if lower. In the event that Venture Force is unable to provide a suitable alternative to the Customer, the Customer will be entitled to cancel the Booking and receive a refund in full.

## **12 CANCELLATION BY THE CUSTOMER**

- 12.1 The Customer may cancel the Booking at any time by giving notice in writing to Venture Force (in accordance with Condition 27).
- 12.2 The Customer acknowledges and agrees that once the Booking Confirmation Notice is dispatched Venture Force starts to incur costs in relation to the Booking (for example, arrangement and in-country costs). The closer to the Departure Date that the Customer cancels the Booking (or any part of it) the greater the costs Venture Force will have incurred, and as such upon cancellation by the Customer Venture Force will be entitled to:
- 12.2.1 retain the Deposit in full (and any Additional Charges incurred as at the date of cancellation)

- 12.2.2 charge the Customer the following cancellation charges and the Customer and Venture Force agree that such charges are a genuine pre-estimate of Venture Force's losses in the circumstances of cancellation by the Customer

<b>Date of receipt by Venture Force of the notice of cancellation in writing</b>	<b>Charges</b>
More than 110 days before the Departure Date	Any costs reasonably incurred by Venture Force in relation to the Booking
Less than 110 days but more than 28 days before the Departure Date	50% of the balance of the Price or the total costs Venture Force has incurred, whichever is the greater
28 days or less prior to the Departure Date	Full Price of the Booking

- 12.3 Where the Lead Customer wishes to cancel in respect of one or more Participants (and suitable Transferees cannot be found in accordance with Condition 10) the provisions in Condition 12.2 will apply in respect of those Participants.
- 12.4 Should a participant fail to meet up with the team at the appointed time for the expedition departure, Venture Force will consider this a cancellation of the Customer's booking.

## **13 CANCELLATION BY VENTURE FORCE**

- 13.1 Expeditions are advertised as subject to a minimum number of Customers. In the event that any Expedition fails to attain or maintain the required number of Customers, Venture Force reserves the right to cancel the Expedition and any Bookings. In these circumstances, Venture Force will promptly inform the Customer and (subject to Condition 13.4) refund any monies paid.
- 13.2 It may be necessary, in exceptional or unforeseen circumstances, for Venture Force to cancel or significantly change an Expedition and therefore Venture Force reserves the right to cancel a Booking in any circumstances.
- 13.3 Venture Force will use reasonable endeavours not to cancel an Expedition or Booking less than four weeks before the Departure Date, except:
- 13.3.1 in the circumstances set out in Condition 6.2; or
  - 13.3.2 due to a Force Majeure Event; or

- 13.3.3 where following advice received from the UK Foreign and Commonwealth Office, Venture Force believes that in the interests of the safety and/or wellbeing of Customers that cancellation is reasonably necessary, or if Venture Force's insurers withdraw (or materially increase the cost of) insurance cover. Note that this may be the case for example even if there is no official advice against travel to a particular country or region.
- 13.4 In the event that Venture Force cancels an Expedition or a Booking, Venture Force will use reasonable endeavours to offer an alternative expedition which is most suitable to the Customer and is as close as possible (for example, in standard, price or practicalities) to the original arrangements. The Customer will be offered the choice to accept a replacement Expedition offered by Venture Force (subject to any price differential) but in the event that Venture Force is unable to provide a suitable alternative to the Customer's satisfaction, the Customer will be entitled to cancel the Booking and receive a refund in full.
- 13.5 Venture Force strongly recommends that the Customer does not book any travel, independently of Venture Force (including but not limited to, flights whether international or connecting), that are non-refundable or non-changeable or which otherwise incur significant additional costs or penalties if the same need to be cancelled or changed. Venture Force will not be liable for any costs incurred by Customers or Participants in respect of such arrangements, even if Venture Force has cancelled the Booking.
- 13.6 In the unlikely event that Venture Force cancels an Expedition after departure, Venture Force will, wherever possible, make suitable alternative arrangements. If Venture Force is unable to make such alternative arrangements, or if the Customer reasonably rejects these for good reason then Venture Force will return the Customer and Participants to the point of departure and refund the Customer for any unused services, if appropriate.
- 13.7 In the event of cancellation in accordance with Condition 11.2, 13.1, 13.3.2 or 13.3.3, the Customer's sole remedy and Venture Force's sole liability will be a refund of sums paid (if no suitable alternative can be found). Venture Force will not under any circumstances be liable for any additional costs incidental to the Booking including but not limited to any costs or expenses incurred by the Customer in relation to accommodation or travel not booked through Venture Force, for making alternative arrangements, for the cost of visas, vaccinations or for the purchase of specific equipment or similar.

## 14 **FLIGHTS, ATOL CERTIFICATES AND STANDARDS**

- 14.1 Where Expeditions include flights, all flights are booked with ATOL registered and compliant companies, giving a high level of financial security to Customers. In these circumstances, Customers will receive an ATOL Certificate.

### **VENTURE FORCE LIMITED**

**Postal Address: 8 Craven Street, Melton Mowbray, Leicestershire, LE13 0QU**

Registered Business Address: Chancery House, 30 St Johns Road, Woking, Surrey, United Kingdom, GU21 7SA

- 14.2 Flights are typically arranged ten months prior to departure, for the whole team(s) travelling, subject to the Customer having paid the Deposits plus any other payments required to at least match the cost of the flights at the time of booking. Once booked the costs and conditions of the flights follow that of the carrier used.
- 14.3 Customers should review the ATOL Certificate to understand what is financially protected, where Customers can get information on what it means for them and who to contact if things go wrong.
- 14.4 Venture Force, or the suppliers identified on the ATOL Certificate, will provide the Customer with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither Venture Force nor the supplier identified on the ATOL Certificate are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Customer with the services the Customer has purchased or a suitable alternative (at no extra cost to the Customer). The Customer agrees to accept that in those circumstances the alternative ATOL holder will perform those obligations and the Customer agrees to pay any money outstanding to be paid by the Customer under the Customer's contract to that alternative ATOL holder. However, the Customer also agrees that in some cases it will not be possible to appoint an alternative ATOL holder, in which case the Customer will be entitled to make a claim under the ATOL scheme.
- 14.5 If Venture Force, or the suppliers identified on the ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) the Customer under the ATOL scheme. The Customer agrees that in return for such a payment or benefit the Customer assigns absolutely to those Trustees any claims which the Customer has or may have arising out of or relating to the non-provision of the services, including any claim against Venture Force, (or the Customer's credit card issuer where applicable). The Customer also agrees that any such claims may be re-assigned to another body, if that other body has paid sums the Customer have claimed under the ATOL scheme.
- 14.6 Venture Force complies with the requirements contained in the Package Travel, Package Holidays and Package Tours Regulations 1992 and British Standard 8848:2014.

## 15 NATURE OF EXPEDITIONS

- 15.1 Venture Force will provide its services under the Contract with reasonable skill and care and in accordance with accepted industry practices. Where Venture Force uses other suppliers or contractors to provide any of the services under the Contract, Venture Force will, where

practicable, use its reasonable endeavours to ensure that they provide such services with reasonable skill and care.

15.2 Subject to Condition 15.1, Venture Force gives no guarantees or warranties regarding an Expedition. In particular, by making a Booking the Customer expressly understands and agrees that the nature of the expeditions offered by Venture Force are such that:

15.2.1 they are often in regions where the standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those the Participants would normally expect;

15.2.2 accommodation is likely to be basic (but clean) tea houses, hostels or hotels (usually 2 or 3 star), all on a bed-and-breakfast basis;

15.2.3 some Expeditions also necessitate the use of tented accommodation that is supplied in country by Venture Force which normally comprise two person tents for ease of transportation;

15.2.4 Customer and Participants are expected to share accommodation (rooms or tents), where necessary;

15.2.5 although during Expeditions (treks) some equipment may be transported on to the next destination, Customers and Participants should be prepared to carry their personal rucksack (weighing no more than 15kgs);

15.2.6 there are hazards involved in the Expedition, including (without limitation) injury, disease, loss or damage to property, inconvenience and discomfort; and

15.2.7 this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility, so outline itineraries given for each Expedition must be taken as an indication of what each group might accomplish, and not as a contractual obligation on the part of Venture Force. Changes in itinerary may be necessary due to local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances or Force Majeure Events. Pro rata refunds will be given for services not utilised wherever possible.

## 16 COMPENSATION AND LIABILITY

16.1 Subject to Conditions 16.2 to 16.4, Venture Force's liability for loss or damage incurred by the Customer as a result of Venture Force being in breach of these Conditions is strictly limited to a sum equivalent to the total value of the Price.

**VENTURE FORCE LIMITED**

**Postal Address: 8 Craven Street, Melton Mowbray, Leicestershire, LE13 0QU**

Registered Business Address: Chancery House, 30 St Johns Road, Woking, Surrey, United Kingdom, GU21 7SA

- 16.2 Subject to Condition 16.3, Venture Force will not be liable for any claim to the extent that it relates to: (i) loss of profits; (ii) loss of or damage to data; (iii) loss of enjoyment or opportunity; (iv) loss of or damage to property and/or similar losses, (v) loss of anticipated savings, injury to reputation, any third party losses or (vi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses howsoever arising and regardless of whether Venture Force knew or had reason to know of the possibility of the loss or damage in question.
- 16.3 Nothing in these Conditions attempts to exclude or limit Venture Force's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for other liability that cannot be excluded or limited by English Law.
- 16.4 Venture Force's liability for any loss or damage incurred by the Customer in relation to services provided by third parties (including but not limited to travel) in all cases will be limited in accordance with the contractual terms of the third parties that provide the services. These terms are incorporated into the Contract and Venture Force will provide copies on request. The Customer must inform Venture Force if it receives any compensation or sums from third parties in relation to the Expedition or Booking and any such sums may be deducted from any sums due to the Customer from Venture Force.
- 16.5 Venture Force has no liability where the cause of the failure to provide, or failure in, the Expedition is due to the Customer's or Participant's fault, the fault of a third party unconnected with Expedition and is unforeseeable or unavoidable, or is due to a Force Majeure Event, or an event which neither Venture Force, or its agents or suppliers could have foreseen or forestalled.
- 16.6 If any international conventions apply to, or govern, any of the services or facilities included in the Expedition Venture Force's liability (and/or the amount (if any) of compensation payable) will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. Copies of the relevant conventions are available on request. For the avoidance of doubt, this means that Venture Force is to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to the Expedition.

- 16.7 Venture Force's responsibility does not commence until the appointed time that the team meets at the UK departure airport or UK destination meet point, and Venture Force shall not be responsible for any additional expenses incurred by the Customer or any Participant to meet up with the group.
- 16.8 Where a participant is delayed in meeting the group, Venture Force will do the utmost to rearrange travel bookings made by Venture Force for the participant, to enable the participant to join the group. The group will continue to follow the expedition itinerary. Any additional costs incurred to rearrange travel, where the participant has failed to meet up with the group through no fault of Venture Force, will be charged to the Customer (or Lead Customer).
- 16.8.1 Venture Force will not provide any pro-rata compensation for instances where services were not utilised because the participant was delayed in meeting the group through no fault of Venture Force.
- 16.8.2 Where it is not possible to rearrange travel the participant will be deemed to have cancelled their place on the expedition as per condition 12.4
- 16.9 If the team's arrival for an overseas expedition is delayed due to air travel issues, Venture Force in negotiations with the team, will either extend the expedition duration or rearrange the in-country itinerary to fit the reduced timeframe. Requests for pro-rata refunds for services unused, as per subject to condition 15.2.7, should be made in writing (as per condition 27) by the Customer (Lead Customer) within 14 days from the return date of the expedition.

## 17 DATA PROTECTION

- 17.1 Venture Force's Data Protection Policy sets out what information Venture Force collects, how it collects it, and what it does with it. The data collected by Venture Force will include such details as the Customer's name, contact information, travel preferences and special needs/disabilities/dietary requirements all of which the Customer supplies to Venture Force, including any information about other Participants on the Booking relating to the same. Such information is collected from the Customer when they request information from Venture Force, contact Venture Force (and vice versa) or make a Booking. The Lead Customer is responsible for ensuring that Participants are aware of the content of Venture Force's Data Protection Policy and consent to the Customer acting on their behalf in all the Customer's dealings with Venture Force.
- 17.2 Venture Force updates information whenever it gets the opportunity to keep it current, accurate and complete. In some travel circumstances it may be necessary to disclose the Customer's information for immigration, security and/or anti-terrorism purposes, or any other

purposes which the relevant authorities determine appropriate. Venture Force may exercise its discretion to assist where appropriate. Some of the Customer's information (such as health or religion) may be considered "sensitive personal data" under the General Data Protection Regulations (GDPR, 2018). Venture Force collects it to cater for the Customer's needs or to act in the Customer's interests, and Venture Force is only prepared to accept sensitive personal data from the Customer on the condition that it has the Customer's positive consent.

- 17.3 By Booking with Venture Force the Customer also agrees that their insurers, agents and medical staff may disclose relevant information (which may contain sensitive personal data) to Venture Force in circumstances where it needs to act in the interest of everyone in the group. For example, if a Participant contracts an illness during an Expedition which is infectious Venture Force may need to make special arrangements for the Participant and also ensure that they do not return with the group immediately. If the Customer does not agree to Venture Force's use of information as above, Venture Force cannot accept the Booking.
- 17.4 Venture Force shall treat any information relating to the Customer as confidential except to the extent that such information can be proved to be within the public domain at the time of disclosure other than as a result of any breach of the Contract. Venture Force shall not disclose such information to any third party nor use it for any purpose except as is strictly necessary for the performance of the Contract or for emergency medical or legal purposes.

## 18 FURTHER INFORMATION

Venture Force would like to contact the Customer with information on offers, brochures, new products and forthcoming events. Please note that when the Customer contacts Venture Force, Venture Force will assume that they agree to e-communications. If the Customer no longer wishes to receive any of the information that Venture Force may send, the Customer must inform Venture Force accordingly. The Customer has the right to ask in writing for a copy of the information Venture Force holds about the Customer (for which Venture Force may charge a fee) and to correct any inaccuracies in the information.

## 19 TRAVEL INSURANCE

- 19.1 All Expeditions include appropriate travel, rescue and repatriation insurance cover for Customers. Details of the insurance cover will be provided to the Customer prior to the Departure Date.

- 19.2 Expedition insurance is purchased on a standard medical cover basis. Medical issues outside of standard insurance cover may incur an additional charge. Any additional charges will be invoiced to the Customer.
- 19.3 The Customer and all Participants must comply with all relevant terms of the insurance cover and agrees not to do anything which may adversely affect, cancel or void the insurance cover. The Customer must inform Venture Force as soon as reasonably practicable of any change to the Booking which may need to be passed on to the insurer.

## 20 PASSPORT AND VISAS

- 20.1 The Website and Brochure information only provides basic advice regarding passports and visa requirements. It is the sole responsibility of the Customer to ensure that they have the appropriate visa requirements and a fully up to date and valid passport for travel to the destination(s) of the Expedition. The Customer should contact the appropriate Embassy, Consulate or the UK Foreign and Commonwealth Office for exact requirements for the Expedition and date of travel.
- 20.2 It is the Customer's sole responsibility to ensure that they have the correct passport and visas to gain access to any country/region included in the Expedition. Venture Force has no liability to the Customer for any costs, loss or damage suffered as a result of any failure by the Customer to have the necessary travel documents, nor will Venture Force refund the Customer the cost of any unused portion of the travel arrangements.
- 20.3 In some cases, countries may refuse entry to persons who have criminal records. If the Customer is concerned about this, they should check with the embassy or consulate of the countries to which they are travelling. The Lead Customer should also make appropriate enquiries of Participants where applicable.
- 20.4 The Lead Customer is entirely responsible for ensuring that all Participants have the correct and valid documentation for travel. Venture Force cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and Venture Force recommends that the Customer checks with their passport office or the consulate in question if they have any queries.
- 20.5 Any travel requirements, including vaccination and health certificate requirements are the responsibility of the Customer and Venture Force accepts no responsibility for any loss suffered by the Customer or any delay or expense incurred through any irregularity in the Customer's documents or failure to have appropriate vaccinations.

## 21 LEADER AUTHORITY AND BEHAVIOUR

VENTURE FORCE LIMITED

Postal Address: 8 Craven Street, Melton Mowbray, Leicestershire, LE13 0QU

Registered Business Address: Chancery House, 30 St Johns Road, Woking, Surrey, United Kingdom, GU21 7SA

- 21.1 The Customer and all Participants shall comply with all reasonable instructions and guidance of Venture Force, the Expedition Leaders and other staff and leaders involved in the Expedition (including other service providers) whilst taking part in the Expedition. The Customer acknowledges and agrees that they and all Participants are subject to the rules of behaviour pertaining to any accommodation, travel or services provided by a third party on the Expedition (even if booked through Venture Force). The Customer acknowledges and agrees that they and all Participants are subject to the code of conduct provided by Venture Force to the Customer prior to the Departure Date.
- 21.2 If in the reasonable opinion of the Expedition Leader the Customer's or a Participant's behaviour is considered illegal, disruptive, threatening or abusive or causing or likely to cause danger, distress or annoyance to others Venture Force may terminate the Expedition or Booking without any liability.
- 21.3 In particular, the Customer or any Participant may be prevented from proceeding with travel arrangements in the event that they are not complying with such rules of behaviours and/or are not behaving in a reasonable or appropriate manner. In the event that the Customer or any Participant is prevented from boarding a flight (or other form of transport) Venture Force will treat the Booking as a whole, or in relation to the Participant(s) concerned (as appropriate) as cancelled by the Customer from that moment, and the Customer will be liable for full cancellation charges in accordance with Condition 12. Where the flight (or other form of transport) is outside the UK the Customer will be fully responsible for the Customer's (or Participant(s)' concerned) return to the UK and for any other persons accompanying them and no refunds or compensation will be paid to the Customer or Participant.
- 21.4 In the event any Expedition is cut short (whether in whole or in part), delayed or cancelled as a result of the Customer or a Participant, Venture Force may make a claim against the Customer for any costs and expenses incurred as a result of such behaviour (for example, the cost of diverting an aircraft or ferry to remove the Customer or a Participant). Criminal proceedings may also be instigated.
- 21.5 In the circumstances set out in Conditions 21.3 or 21.4, the Customer or Participant (as applicable) is solely responsible for their repatriation (in full) from the country in which they are in at the time of their participation in the Expedition being terminated.
- 21.6 The Customer is fully responsible for the cost of any damage caused by the Customer or any Participant during the Expedition (including but not limited to damage to accommodation or its contents) and may need to be paid locally.
- 21.7 If a customer's behaviour results in Venture Force being unable to fulfil an aspect of the in-country itinerary, Venture Force may make a claim against the Customer for any costs and

expenses incurred as a result of such behaviour (for example, compensation due to other participants or additional travel/accommodation costs). Criminal proceedings may also be instigated.

## **22 PARTICIPATION REQUIREMENTS**

- 22.1 The Customer acknowledges and agrees that it is necessary for Venture Force to carry out an assessment of the Customer and each Participant to ensure that they are fit and able to complete the proposed itinerary of the Expedition. The Customer agrees that they and each Participant will comply fully with such assessment and give full and accurate information as to their fitness. The Customer acknowledges and agrees that if the results of the assessment are such that Venture Force is not confident that the Customer or Participant can participate in the Expedition they may not be able to take part with the Expedition, or there may be conditions attached to their participation. These requirements are for the safety and wellbeing of the Customer and Participants and it is the responsibility of the Customer and the Participants to notify Venture Force if their condition or circumstances change in such a way that may affect their being fit and able to complete the proposed itinerary of the Expedition, after the assessment. If the Customer or Participant is unsure, they should contact Venture Force to discuss what the Expedition entails.
- 22.2 Minors will only be accepted on an Expedition provided a parent or guardian who accepts full responsibility for them accompanies them.
- 22.3 Customers with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner before Booking.

## **23 COMPLAINTS PROCESS**

- 23.1 Venture Force strives to ensure that it, and all its contractors and suppliers, provide a first class service to Customers and Participants. However, should these standards fail to be met and the Customer has a complaint they must inform the Expedition Leader immediately. The Expedition Leader will use all reasonable efforts to resolve the problem promptly to the Customer's satisfaction and will also notify Venture Force.
- 23.2 In the event the Customer is not satisfied with the resolution during the Expedition the Customer should put the complaint in writing to Venture Force (in accordance with Condition 27) within 7 days of the date when the Expedition finished, including full details of the complaint. Any complaints made will be dealt with by a Venture Force Director, who will deal with the complaint in line with Venture Force's complaint policy. A copy of this policy can be obtained by contacting Venture Force in accordance with Condition 27.

## 24 PICTURES AND IMAGES

- 24.1 Venture Force reserves the right to take any recordings, photos or any other likeness or image captured on any or all media (whether now existing or in the future invented) of Customers and Participants during Expeditions. All rights in the same shall be owned by Venture Force absolutely.
- 24.2 Venture Force may use (without charge) any material referred to in Condition 24.1 for bona fide promotional or marketing purposes, including (without limitation) promotional materials of any kind, such as brochures, slides, video shows and on the Website or social media.

## 25 APPLICABLE LAW

These Conditions shall be governed by and construed in accordance with the laws of England and any disputes will be decided only by the English courts.

## 26 MISCELLANEOUS

- 26.1 In these Conditions:
- 26.1.1 headings are for identification and indexing purposes only and they shall not affect the construction or interpretation of these Conditions;
  - 26.1.2 words importing the singular meaning shall include the plural meaning and vice versa;
  - 26.1.3 references to **a person** shall include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns and references to **a party** shall mean either Venture Force or the Customer as the context requires and **parties** shall mean both of them; and
  - 26.1.4 the word **including** will be construed without limitation unless inconsistent with the context.
- 26.2 The Customer may not transfer, assign or otherwise part with the whole or any part of the Contract without Venture Force's prior written consent.
- 26.3 The rights and remedies available to Venture Force shall not limit or exclude any other rights or remedies it may have and a failure by Venture Force to enforce or rely on or delay in enforcing or relying on any right will not prevent it from later enforcing or relying upon that or any other right.

- 26.4 If any court or other regulatory body finds that any part of these Conditions is invalid or unenforceable, the remainder of these Conditions shall not be affected and shall be construed as if such invalid or unenforceable part did not exist.
- 26.5 Nothing in these Conditions shall confer any rights upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 26.6 Each party acknowledges and agrees that these Conditions and any document expressly referred to in them represent the entire agreement between the parties in relation to its subject matter and that neither party has relied upon any matter that is not set out in these Conditions.
- 26.7 Venture Force reserves the right to amend these Conditions from time to time. The Customer will be subject to the Conditions in force at the time the Customer receives the Expedition Confirmation Notice.

## **27 CONTACT VENTURE FORCE**

Where these Conditions provide for notice or contact to be given 'in writing' to Venture Force, the Customer must give written notice (in the English language) as follows:

- 27.1 By post: For the attention of: Tom Tuckwood, Venture Force Limited, 8 Craven Street, Melton Mowbray, Leicestershire, LE13 0QU.
- 27.2 By email: [admin@ventureforce.co.uk](mailto:admin@ventureforce.co.uk)