

# VENTURE FORCE: TERMS AND CONDITIONS – EDUCATIONAL ESTABLISHMENTS /YOUTH GROUPS

These booking conditions ('Conditions') are between Venture Force Limited, Company number 07311321 of Pera Business Park, Nottingham Road, Melton Mowbray, Leicestershire, England, LE13 0PB ('Venture Force', 'we', 'us' or 'our') and the Customer (as defined below).

These Conditions, together with our privacy policy (<https://www.ventureforce.co.uk/terms-conditions/>), any consent form and any information that we send you in regard to your Expedition Booking, form the basis of our contract with you (the 'Contract').

In making a booking with Venture Force, the Customer is regarded as having read, understood and agreed to these Conditions.

## 1 DEFINITIONS AND INTERPRETATION

In these Conditions:

**Booking** means a booking with Venture Force for the Customer to participate in an Expedition.

**Customer** means the educational establishment or youth group organisation who has made the Booking with Venture Force.

**Brochure/Info Pack** means the promotional material provided by Venture Force to the Customer setting out details of the Expedition.

**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 presentation or quote) to be paid by the Customer at the time of making the Booking.

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

**Expedition Confirmation Notice** means the document provided to the Customer to confirm receipt of the Deposit payment and the acceptance of the Booking by Venture Force.

**Expedition Documents** has the meaning ascribed by clause 5.7.

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

**Expedition Portal** means the portal accessed via the Venture Force website ([www.ventureforce.co.uk](http://www.ventureforce.co.uk)), by which the Customer can access all the information and the relevant documents relating to the Expedition. The login to access to the Expedition Portal will be provided to the Customer in the Expedition welcome email, which is sent to all team members once the Expedition has been confirmed.

**Force Majeure Event** means any event which Venture Force or any supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include (without limitation), whether actual or threatened: (i) terrorism and/or terrorist activity or its consequences, 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, volcanic eruption, other natural or nuclear disasters or adverse weather conditions or 'acts of God'; (iv) epidemic, pandemic or other serious health risks and/or concerns; (v) industrial action and/or disputes, labour disputes, strikes and/or lock-outs; (vi) blockage, embargos or sanctions; (vii) malicious damage or explosion; (viii) compliance with law or governmental order, rule, regulation or direction including flight or other travel restrictions advised or imposed by any government, regulatory authority or other third party, or any other action from governments in the UK or overseas; (ix) failure or delay of supplies of power, fuel, transport (including any unforeseeable technical problems with transport), equipment, telecommunications systems, Internet or other goods and/or services (including any third party services or materials); (x) airport, port or airspace closure restriction or congestion; and (xi) 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 Teacher** means the primary contact of the Customer who will be responsible for liaising with Venture Force to organise the expedition.

**Participant** means any person taking part in the Expedition including anyone who is later added or substituted to the Booking.

**Student Team List** means the list of names and parent contact email addresses of all Participants, who will be taking part in the Expedition and who have paid their Deposit to the Customer.

## 2 **BOOKING PROCESS**

- 2.1 Bookings must be made by the Lead Teacher by emailing the Student Team List to Venture Force in accordance with clause 24.
- 2.2 On receipt of the Student Team List, Venture Force will forward the expedition contract to the Lead Teacher who will arrange for it to be signed by the authorising person at the customer organisation .

- 2.3 The Deposit amount, as advised at the presentations and/or the quote, must be paid by the Customer directly to Venture Force either by cheque (payable to Venture Force Ltd) or via bank transfer. The remaining balance is to be paid by bank transfer only.
- 2.4 On receipt of the Student Team List and payment of Deposit, Venture Force will then issue the Expedition Confirmation Notice.
- 2.5 The Contract will come into force from the date Venture Force issues the Expedition Confirmation Notice.

### 3 COOLING-OFF PERIOD

- 3.1 In the event the Customer receives the Expedition 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 24) within 7 days of the date of issue of the Expedition 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 quote and expedition presentations are accurate as at the time of publishing and Venture Force reserves the right to amend its prices on the website and in the Brochure/Information Packs at any time. The Customer will be advised of the current price at the time of booking.
- 4.2 On receipt of the Expedition Confirmation Notice the price will not be increased except in the case of changes to (i) the price in the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates applicable to the Customer's Booking. However, no increase will be made within 20 days of the Departure Date and no increase will be applied unless it represents 2% or more of the price of the Customer's Expedition (excluding insurance premiums and any amendment charges).

If the price increase is equivalent to more than 8% of the price of the Expedition, the Customer will have the option of (i) accepting the increase in price; (ii) accepting a change to another Expedition if Venture Force are able to offer one (Venture Force will refund any price difference if the alternative is of a lower value), or (iii) cancelling the Expedition and receiving a full refund of all monies paid, except for any amendment charges. Should the Customer decide to cancel their Expedition they must do so within 7 days of receipt of

notification of the Price increase by Venture Force and Venture Force will provide a refund of insurance premiums paid to it if the Customer can show that they are unable to transfer or reuse the policy. Should the price of the Customer's Expedition go down by more than 2% due to the cost changes mentioned above, then any refund due will be paid to the Customer. Venture Force will deduct from this refund any administrative expenses incurred. Expeditions are not always purchased in local currency and some apparent changes have no impact on the price of the Customer's Expedition due to contractual and other protections in place.

- 4.3 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 in accordance with clause 4.2.
- 4.4 The price includes (where applicable to the Expedition and save as otherwise stated in writing by Venture Force):
- 4.4.1 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;
  - 4.4.2 24hr incident management support (provided by experienced UK based operators);
  - 4.4.3 international flights (unless Expedition specific arrangements have been agreed);
  - 4.4.4 all in-country travel in the destination of the Expedition;
  - 4.4.5 accommodation, catering and facilities (subject to clause 14);
  - 4.4.6 comprehensive travel, medical and repatriation insurance for the duration of the expedition, in accordance with clause 17 (where applicable).
- 4.5 The price does not include (where applicable to the Expedition and save as otherwise stated in writing by Venture Force):
- 4.5.1 any visas (or other similar travel documentation required for entry into the country, or return to the UK);
  - 4.5.2 any vaccinations, tests, medical treatment or quarantine requirements and costs required for travel, or required on return to the UK;
  - 4.5.3 any transport or accommodation prior to commencement of the Expedition;

- 4.5.4 any additional accommodation charges (outside of the costs of bed and breakfast included in the Expedition), including, without limitation, bar or laundry bills (which are payable to the accommodation) or single room supplements (which are payable to Venture Force as part of your total booking price);
- 4.5.5 tips, sightseeing trips, 'spending money' or personal drinks and snacks outside of the board basis specified;
- 4.5.6 personal equipment (for example appropriate clothing, footwear, baggage, mosquito nets);
- 4.5.7 any charges for exceeding weight and/or baggage allowances on any form of transport (including, without limitation, flights, boats, trains and/or mules).

## 5 **PAYMENT TERMS**

- 5.1 The Customer is required to pay the outstanding balance of the price of their Expedition, in full, in accordance with the agreed payment plan. If the outstanding balance is not received by Venture Force in accordance with the agreed payment plan, Venture Force reserves the right to cancel the Booking and retain the Deposit.
- 5.2 If a Customer makes a Booking less than 28 days prior to the Departure Date, they will be required to pay the full price at the time of booking
- 5.3 Subject to clause 5.1, the Customer will be advised of the payment plan at the Expedition Presentations for the payment of the balance. If the Customer fails to make payments as per the agreed payment plan, then Venture Force reserves the right to cancel the Customer's Booking.
- 5.4 Any charges or fees (including, without limitation, charges for changing, transferring and/or or cancelling a Booking) will be added to the Customer's final balance. Where such charges and fees are incurred after payment of the final balance, Venture Force shall be entitled to raise a separate invoice for such charges and fees, which the Customer must pay within 14 days of the date of the invoice .

## **EXPEDITION PORTAL AND DOCUMENTS**

- 5.5 Subject to clause 5.6, the Customer will be given access to the Expedition Portal via the welcome email once the Deposits have been paid and the Lead Teacher has emailed the Student Team List to Venture Force and/or no less than 14 days before the Departure Date.

- 5.6 In the case of any Booking made within 28 days of the Departure Date, access to the Expedition Portal will be provided once the full balance has been received in cleared funds by Venture Force.
- 5.7 The Customer will provide to Venture Force, or procure that the relevant parent or guardian will provide to Venture Force directly (where stated) in respect of each Participant (i) the completed consent forms; (ii) copies of the Participants' passports (iii) the online data collection form (to be submitted to Venture Force directly); (iv) the parent/guardian information schedule; (v) confirmation that the parent/guardian accepts Venture Forces' Code of Conduct; and (vi) confirmation that the parent/guardian will attend pre-expedition parent meetings (together "the Expedition Documents").
- 5.8 Where the relevant documents are not provided by the Customer in time for Venture Force to make the necessary pre-expedition purchases (including, without limitation, any flights), any additional costs incurred by Venture Force as a result will be charged to the Customer in accordance with clause 7.1 In the event that the relevant documents are not provided to Venture Force in order for pre-expedition purchases to be made, then Venture Force will consider the Contract as being cancelled by the Customer.

## 6 ACCURACY OF INFORMATION

- 6.1 All information and/or data provided to Venture Force by the Customer must be provided in full and be accurate in all respects. It is the sole responsibility of the Customer to ensure that any such information and/or data is correct and, in the event of any incorrect information and/or data being provided to Venture Force, that Venture Force relies on to book travel and accommodation, the Customer shall indemnify Venture Force for any costs or expenses it incurs, or is charged by its suppliers, in correcting the information and/or data.

## 7 CHANGES TO A BOOKING BY THE CUSTOMER

- 7.1 The Customer may only request changes to the Booking in writing (in accordance with clause 24) after the Expedition Confirmation Notice has been issued by Venture Force.
- 7.2 Venture Force will use reasonable endeavours to accommodate the change, but it may not always be possible. In the event that Venture Force are able to facilitate the change the Customer will be required to pay an administration fee of £25 per person in addition to any costs incurred as a result of making the change. Any such costs could increase the closer to the Departure Date, so Customers are advised to contact Venture Force as soon as possible. Certain Expedition arrangements may not be changeable after a reservation has been made and any change request could incur a cancellation charge of up to 100% of that part of the arrangements.

## 8 TRANSFER OF A BOOKING OR PLACE ON A EXPEDITION

8.1 Venture Force may accept a request by the Customer to transfer the Booking to another person who satisfies all the conditions that apply to this Booking provided that notice of the transfer is given to Venture Force in writing as soon as possible and, in any event, no later than 7 days before the Departure Date. Both the Customer and the new Customer shall be responsible for paying all costs Venture Force incurs in making the transfer.

8.1.1 The Customer shall also be required to return all original travel documents provided by Venture Force at the time of the request; and

8.1.2 provide Venture Force with the full name and address of the person to whom the Customer wishes to transfer the Booking

## 9 CHANGES TO A BOOKING BY VENTURE FORCE

9.1 Each Expedition is planned many months in advance and Venture Force may, from time to time, have to make changes to the Expeditions. Usually, such changes are minor and Venture Force reserves the right to make such changes. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard and changes to carriers.

If Venture Force are constrained by circumstances beyond its control to significantly alter any of the main characteristics of the travel services that make up the Expedition, Venture Force will advise the Lead Customer and Customer of the change as soon as reasonably possible and the Customer will have the rights set out below: (i) to accept the proposed change; or (ii) to accept a replacement Expedition offered by Venture Force where Venture Force is able to offer one (a refund of any difference in price will be provided if the alternative is of a lower value) or, (iii) 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 full refund.

9.2 Venture Force will advise the Customer of the procedure for making their choice and the Customer should read any notification of changes carefully and respond promptly, otherwise the Booking may be cancelled.

9.3 If the Customer chooses to accept a refund, Venture Force will provide a full refund of the travel insurance premiums if paid to them and the Customer can show that they are unable to transfer or reuse the policy. Venture Force will also pay compensation, at its sole discretion, except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond Venture Force's control, the

consequences of which could not have been avoided even if all reasonable measures had been taken.

## 10 CANCELLATION BY THE CUSTOMER

10.1 The Customer may cancel the Booking, or Participants within the Booking, at any time by giving notice in writing to Venture Force (in accordance with clause 24).

10.2 The Customer acknowledges and agrees that once the Expedition 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, as such the following cancellation charges will apply:

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

<b>Date of receipt by Venture Force of the notice of cancellation in writing</b>	<b>Charges (as % of total Price)</b>
More than 331 days before the Departure Date	The Deposit and any charges and fees paid in accordance with clause 4.4
Between 121 days and 330 days before the Departure Date	25%
Between 91 days and 120 days before the Departure Date	50%
Between 29 days and 90 days before the Departure Date	70%
28 days or less prior to the Departure Date	Full price of the Booking (100%)

10.3 In the event that a Participant fails to meet up with the team at the appointed time for the Expedition departure, Venture Force will treat this as the Customer having cancelled their Booking.

## 11 CANCELLATION BY VENTURE FORCE

11.1 Expeditions are advertised as subject to a minimum number of Participants, which shall be advised to the Customer at the time of making the Booking. In the event that any Expedition fails to attain or maintain the required number of Participants, Venture Force



reserves the right to cancel the Expedition and any Bookings made for that Expedition. In these circumstances, Venture Force will inform the Customer as follows:

- (i) for Expeditions lasting more than 6 days, 20 days before the Departure Date;
- (ii) for Expeditions lasting between 2 and 6 days, 7 days before the Departure Date;
- (iii) for Expeditions lasting less than 2 days, 48 hours before the Departure Date.

Subject to this clause 11.1, Venture Force shall refund the price paid to the Customer but shall not be liable to pay any compensation or other costs incurred by Customer as a result. It may also be necessary, for Venture Force to cancel an Expedition and any Bookings made for that Expedition for other reasons – and Venture Force reserves the right to do so. However, Venture Force will not cancel less than 4 weeks before the Customer's Departure Date, except for unavoidable and extraordinary circumstances, or failure by the Customer to pay the final balance, or in accordance with this clause 11.1. Unavoidable and extraordinary circumstances means a situation beyond Venture Force's control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

- 11.2 In the event that Venture Force cancels an Expedition and/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 Expedition. The Customer will be offered the choice to accept the replacement Expedition offered by Venture Force, where Venture Force is able to offer one (Venture Force will refund any price difference if the alternative is of a lower value, but the Customer will be required to pay any price differential if the new Expedition is more expensive), or receive a full refund.
- 11.3 In the event a refund is paid to you, Venture Force will (i) provide a full refund of travel insurance premiums that were paid to Venture Force and where the Customer can show that they are unable to transfer or reuse the policy; and (ii) pay compensation, at its sole discretion, except where the cancellation is due to unavoidable and extraordinary circumstances in accordance with clause 11.1.
- 11.4 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 in accordance with this clause 11.4.

- 11.5 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/or Participants to the point of departure and refund the Customer for any unused services, where appropriate.

## 12 **FLIGHTS, ATOL CERTIFICATES AND PACKAGE STANDARDS**

- 12.1 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.
- 12.2 Flights are typically arranged ten months prior to departure, for the whole Expedition team(s) travelling. If the flight is subsequently cancelled or delayed, or boarding is denied, depending on the circumstances, the airline may be required to pay the Customer compensation, refund the cost of the Customers flight and/or provide the Customer with accommodation and/ or refreshments under The Civil Aviation (Denied Boarding, Compensation and Assistance) Regulations 2005. The fact a delay may entitle the Customer to cancel their flight does not automatically entitle them to cancel any other arrangements even where those arrangements have been made in conjunction with the flight. Venture Force is required to advise its Customers of the existence of EU list of banned airlines: [https://ec.europa.eu/transport/modes/air/safety/air-ban/search\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban/search_en)
- 12.3 When a Customer buys an ATOL protected flight or flight inclusive package from Venture Force they will receive an ATOL Certificate. This lists what is financially protected, where the Customer can get information on what this means for them and who to contact if things go wrong. 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 are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Customer with the services they have bought 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 you under their 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 (or their credit card issuer where applicable). 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 they assign absolutely to those Trustees any claims which they have or may have arising out of or relating to the non-provision of the services, including any claim against Venture Force, the travel agent (or their 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 has claimed under the ATOL scheme.

- 12.4 The combination of travel services offered to the Customer is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, the Customer will benefit from all rights applying to packages. Venture Force will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Venture Force has protection in place to refund the Customers payments and, where transport is included in the package, to ensure the Customers repatriation in the event that it becomes insolvent. For more information on key rights under the Package Travel and Linked Travel Arrangements Regulations: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

## 13 NATURE OF EXPEDITIONS

- 13.1 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.
- 13.2 By making a Booking the Customer expressly understands and agrees that the nature of the expeditions offered by Venture Force are such that:
- 13.2.1 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 (including, without limitation, those of the UK);
  - 13.2.2 accommodation is likely to be basic (but clean) including, without limitation, tea houses, hostels or hotels (which are usually 2 or 3 star local rating) and all accommodation is provided on a bed-and-breakfast basis;
  - 13.2.3 some Expeditions also necessitate the use of tented accommodation that is supplied in country by Venture Force, and which normally comprise two person tents for ease of transportation and
  - 13.2.4 Participants are expected to share accommodation (rooms and/or tents), where necessary;

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

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

13.2.7 this type of travel is one that allows for alternatives, substitutions 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 of what will be accomplished 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.

## 14 **COMPENSATION AND LIABILITY**

14.1 Venture Force will accept responsibility for death or personal injury caused by negligent acts and/or omissions of itself, its employees, agents or suppliers in making, performing or providing, as applicable, the Customers Contract. In such cases, Venture Force shall pay the Customer such damages as might have been awarded in such circumstances under English Law subject to the English jurisdiction.

14.2 Venture Force will not be responsible for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from: (i) the act(s) and/or omission(s) of the Participant(s) affected or any member(s) of their Expedition; and/or (ii) the act(s) and/or omission(s) of a third party not connected with the provision of the Expedition; and/or (iii) unavoidable or extraordinary circumstances (e.g. an event of Force Majeure).

14.3 For all claims which do not involve death or personal injury, if Venture Force is found liable to the Customer on any basis the maximum amount it will have to pay is limited to a sum equivalent to three times the total value of the Booking (excluding any amendment charges) paid by or on behalf of the Participant(s) affected in total unless a lower limitation applies to the Customers claim under clause 15.7 below.

14.4 Venture Force will not be liable for any damage, loss, expense or other sums(s) of any description which did not result from their breach of Contract with the Customer, or other fault of itself or its employees or, where we it responsible for them, its suppliers. Additionally it cannot accept liability for any claims, losses or expenses which relate to (i) any other business (including any loss of earnings incurred by any Customer who is self-employed); (ii) loss of profits; (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.

- 14.5 Venture Force cannot accept responsibility for any services which do not form part of its Contract with the Customer. This includes, but shall not be limited to, (i) any additional services or facilities which the accommodation or any other supplier agrees to provide where the services or facilities are not advertised on Venture Force's website or Brochure as forming part of the Expedition and which it has not agreed to arrange as part of the Contract; and (ii) any activity or excursion the Customer purchases in destination.
- 14.6 Pursuant to clause 15.1, the services that Venture Force have agreed to provide or arrange as part of Contract - and the laws and applicable standards of the country in which the Customer's claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.
- 14.7 Venture Force is to be regarded as having all benefit of any limitation of compensation contained in these Conditions or any other applicable convention(s). Where flights are included in your Booking, your journey may be subject to certain conditions of carriage and International Conventions. The Customer agrees that the airline and/or transport company's own conditions of carriage will apply to that journey. When arranging this transportation Venture Force relies on the terms and conditions contained within these International Conventions and those conditions of carriage. The Customer acknowledges that all of these Conditions form part of your Contract as well as with the those of the airline and/or transport company. The Customer may request copies of any conditions applicable to the journey. The airline's terms and conditions are available on request. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines. When making any payment, Venture Force is entitled to deduct any money which the Customer has received or is entitled to receive from the carrier and/or transport provider for the complaint or claim in question.
- 14.8 In regard to Venture Force's Expedition Leaders who may, from time to time, travel with the group, Venture Force's responsibility does not commence until the appointed time that the team meets with Venture Force's Expedition Leaders 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.

- 14.9 Where a Participant is delayed in meeting the group, Venture Force will use reasonable endeavours 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 or expenses incurred by Venture Force in rearranging such travel, where the Participant has failed to meet up with the group through no fault of Venture Force, will be met by the Customer.
- 14.10 Pursuant to clause 15.8, Venture Force will not be liable for 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; and where it is not possible to rearrange travel the Participant will be deemed to have cancelled their place on the Expedition in accordance with clause 11. If the Expedition team's arrival for an overseas Expedition is delayed due to air travel issues, Venture Force, in consultation with the Expedition team, will either extend the Expedition duration or rearrange the in-country itinerary to fit the reduced timeframe. In this event, requests for pro-rata refunds for services unused, in accordance with clause 14.2.7, should be made in writing (in accordance with clause 24) by the Customer within 14 days from the return date of the Expedition.

### **Covid-19**

- 14.11 Both parties acknowledge the ongoing COVID-19 global crisis and accept their obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on the Expedition.
- 14.12 Venture Force will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by the Customer (including, where applicable, the cost of medical treatment), in the following circumstances:
- (i) If any Participant, tests positive for Covid-19 and has to quarantine for a period of time, or is notified or otherwise becomes aware that they have, or suspect they may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of the Departure Date, the Customer must contact Venture Force as they may no longer be able to travel. Venture Force will offer the following options where possible and subject to availability:
    - (a) Postponing the place on the Expedition to a later date. Venture Force will notify the Customer of any impact on the price the postponement may have (please note that the Customer may have to pay full cancellation charges on some elements of the Expedition, such as the flight, as well any increase in cost imposed by other suppliers);

(b) If not everyone on the Booking is affected, the affected Participant will have the right to transfer their place on the Expedition to another person nominated by them, subject always to the requirements of clause 9;

(c) Cancelling the Booking, in which case Venture Force's standard cancellation charges as at the date of cancellation shall apply. It may be possible to claim these costs back from the Customer's travel insurance.

If this happens during the Expedition, the Participant must notify Venture Force without delay and reasonable assistance will be provided. However, Venture Force will not be responsible for covering the cost of any curtailment of the Expedition, missed transport arrangements, additional accommodation required, or other associated costs incurred by the Participant. Adequate travel insurance should be taken out to cover such costs.

(ii) The Participant fails any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such are denied entry to board the flight, entry to the destination, access to the services or are otherwise unable to proceed with the Expedition, or that portion of the Expedition.

14.13 The Customer also acknowledges that the suppliers providing the Expeditions, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff and Participants, social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation and limited food/drink availability. Venture Force do not expect these measures to have a significant impact on the enjoyment of the Expedition and all measures will be taken with the purpose of securing the Participants' safety and those around them.

## 15 DATA PROTECTION AND PRIVACY

15.1 Venture Force's Privacy Policy ([Link Privacy Policy](#)) sets out how Venture Force processes personal information in connection with the Customer's Booking.

15.2 It is possible that, during the Expedition, photographs or videos may be taken for inclusion in Venture Force's Brochure or website or for other promotional purposes. By booking with Venture Force and, unless the Customer and/or Participant otherwise informs Venture Force, the Customer and/or Participant is deemed to have granted Venture Force consent to using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, Venture Force will seek the consent of any Customers who are prominently included in any shots. Consent will not generally be

sought from Customers who only appear in the background and are not identifiable. No Customers will be identified by name.

- 15.3 Venture Force's privacy policy includes provision for the Customer and/or Participant to be able to contact Venture Force in order to withdraw consent to any further such use, as from receipt of notice by Venture Force to that effect.

## 16 TRAVEL INSURANCE

- 16.1 Where insurance is provided via Venture Force, it is arranged through David Roberts Partners Ltd, who offer expedition insurance to the Customers. Alternatively, Customers may also choose an insurance provider of their choice. In all cases it is a matter for the Customer to determine if the insurance offered by the insurer is adequate. If the Customer fails to travel with adequate insurance cover they may not be able to recover of any losses, expenses or costs that they may incur.
- 16.2 Where insurance is provided via Venture Force, details of the insurance cover will be provided to the Customer via the Expedition Portal. This shall include travel, rescue and repatriation insurance as well as standard medical cover. Should the Customer wish to obtain their own insurance, they should inform Venture Force in writing within 14 days of receipt of the welcome email and access to the Expedition Portal.
- 16.3 The Expedition insurance that is provided by Venture Force is provided 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.
- 16.4 The Customer and all Participants must comply with all relevant terms of the insurance cover and agree 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 its insurer.

## 17 PASSPORT AND VISAS

- 17.1 The website information and expedition presentations only provides basic advice regarding passports and visa requirements. It is the sole responsibility of the Customer to ensure that they have the appropriate travel documents (including without limitation any visas, a valid passport, the required vaccinations and/or evidence thereof and any vaccination and/or quarantine requirements) for travel through and/or to the destination(s) and regions of the Expedition as well as their return to the UK. The Customer should contact the appropriate Embassy, Consulate or the UK Foreign Development and Commonwealth Office (FCDO) for exact requirements for the Expedition and date of travel at <https://www.gov.uk/foreign-travel-advice>, as well as NaTHNac at <https://travelhealthpro.org.uk/>



- 17.2 Venture Force shall not have any liability to the Customer in the event that a Participant is refused entry onto any transport, or into any country, due to failure on their part to be in possession of the correct travel documentation, nor shall Venture Force be liable for any costs, expenses loss or damage suffered by the Customer/Participant as a result of any failure on their part to have the necessary travel documents, nor will Venture Force refund the Customer the cost of any unused portion of the travel arrangements.
- 17.3 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 Customer should also make appropriate enquiries of Participants where applicable.
- 17.4 It is the Customer's responsibility to check the Expedition Confirmation Notice, tickets and all other documents that they are sent as part of their Booking and to contact Venture Force immediately if any information appears to be incorrect or incomplete - as it may not be possible to make changes later. Venture Force cannot accept any liability if they are not notified of any inaccuracy in any documentation, as a result of any incorrect information provided to them. Venture Force will do their best to rectify any inaccuracies notified to us, however, the Customer will be responsible for any costs and expenses involved in doing so except where Venture Force made the mistake.

## 18 LEADER AUTHORITY AND BEHAVIOUR

- 18.1 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.
- 18.2 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 treat the Participant's Contract as having being terminated by them and venture Force shall not incur any liability for any damage, loss, cost or expense incurred by the Participant as a result.
- 18.3 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 clause 11. 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, cost, damages, loss, expense or compensation will be payable to the Customer or Participant.

- 18.4 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.

In this event, 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.

- 18.5 The Customer is fully responsible for the cost of any damage caused by the Customer or any Participant during the Expedition (including without limitation damage to any accommodation or its contents) and may need to be paid locally.
- 18.6 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, damage, loss and/or 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.

## 19 PARTICIPATION REQUIREMENTS

- 19.1 The Customer acknowledges and agrees that it is necessary for Venture Force to carry out an assessment of each Participant to ensure that they are fit and able to complete the proposed itinerary of the Expedition. The Customer agrees to ensure that 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 Participant can participate in the Expedition they may be advised not to take part in the Expedition, or there may be conditions attached to their participation. These requirements are for the safety and wellbeing of the Participants and it is the responsibility of the Customer to notify Venture Force if the condition or circumstances of any Participant changes 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 is unsure, they should contact Venture Force to discuss what the Expedition entails.

- 19.2 Participants with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner before booking.

## 20 COMPLAINTS PROCESS

- 20.1 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.
- 20.2 Any complaint which is notified verbally and is not resolved to the Customer's satisfaction during the expedition, should be put in writing as soon as possible on return from the Expedition. 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 clause 24) within 21 days of the date when the Expedition finished, including full name and address, the Expedition concerned, the nature of the complaint and how the Customer wishes the matter to be resolved. 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 (available on the Expedition portal). A copy of this policy can be obtained by contacting Venture Force in accordance with clause 24.
- 20.3 In the event that the Customer is not satisfied with Venture Force's response, they must be informed within 28 days from the date of their response to the Customer. If the Customer fails to follow this simple complaints procedure, their right to claim any compensation they may otherwise have been entitled to may be affected, or even lost, as a result.
- 20.4 Subject to clause 21.3 and, in the event that the Customer wishes to pursue an alternative dispute resolution process, Venture Force are members of the Expedition Providers Association (EPA) who offer an independent dispute resolution service via the Dispute Settlement Service Ltd (<https://www.disputesettlementservices.co.uk/>)

## 21 ASSISTANCE

- 21.1 In the event of difficulties during the Expedition Venture Force will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping the Customer to find alternative arrangements and any necessary phone calls/emails. The Customer must pay any costs we incur, if the difficulty is their fault.

21.2 Your Expedition will be led by two Venture Force Expedition Leaders who are trained and experienced in incident management. The Expedition will be monitored 24/7 by the Venture Force operations room, who are in contact with your Expedition Leaders, Remote Medical Support and the insurance incident management team. The Venture Force operation room team will work together to resolve any incidents, whether medical or otherwise, that may arise during the Expedition. The operations room will make all arrangements and liaise with all necessary parties and next of kin (where required). In the event that any of the Group is arrested or charged at any point during the Expedition, Venture Force shall provide reasonable assistance by way of providing information on consular assistance and helping the Customer to find alternative arrangements and make any necessary phone calls/emails. However, any such assistance will only be provided for a reasonable period of time. Venture Force reserves the right to charge a reasonable fee for providing any such assistance, where the Customer is found to be negligent or has acted with intent, contrary to any Applicable Law.

## 22 APPLICABLE LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts.

## 23 VARIATION

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.

## 24 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:

- 24.1 By post: For the attention of: Tom Tuckwood, Venture Force Limited, Pera Business Park, Nottingham Road, Melton Mowbray, Leicestershire, England, LE13 0PB.
- 24.2 By email: [admin@ventureforce.co.uk](mailto:admin@ventureforce.co.uk)

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