

## Booking Terms & Conditions

<b>Company Name</b>	- BeVenturesome Ltd
<b>Company Number</b>	- 11578475
<b>Trading name</b>	- BeVenturesome Trips
<b>Registered Address</b>	- 10 Hoburne Road, Swanage, Dorset, BH19 2SL
<b>ATOL Number</b>	- 11494

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"We/us" Means "*BeVenturesome Ltd*"

"The Event" Means any holiday, accommodation, activity or function organised or advertised by us.

"You" Means the person who has signed the booking form and includes all the people on whose behalf you have signed.

"Supplier" Means the company or person that is holding or providing the event or any part of it.

"Price" Means the total cost of the event.

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### **1. Terms and Conditions**

These terms and conditions govern the contract between you and us to the exclusion of all other terms and conditions save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by you and the company director.

### **2. Formation of Contract**

No contract shall arise between you and us until we have received the deposit payable and we have sent to you written confirmation (this can be in the form of an email) of our acceptance of your booking.

### **3. Lead Name**

The lead name on any booking with us accepts the full responsibility of collecting the full balance payable for the booking and indemnifies BeVenturesome against any loss from any individual failing to pay within your group. The lead name of the group is also responsible for ensuring that all group members are aware they are bound by our terms and conditions. The lead name is also responsible for the completion of any passenger information required in good time.

### **4. Payment & Deposits**

Deposits are payable at the time of booking and the balance of payments are split into the following phases:

An agreed non-refundable non-transferable deposit is payable at the time of booking.

The final balance is to be paid no less than 70 Days (ten Weeks) before the date upon which your event is due to start.

If you do not make your deposit payments by the due dates given then you shall be deemed to have cancelled the event.

Deposits are used by us to enter into the contractual arrangements on your behalf and are non refundable. Payments can be made by online bank transfers where upon receipt we will endeavour to place the booking for you at the same price, although this cannot be guaranteed. We will however notify you should there be an increase in price.

If a promised cheque is not received or does not clear upon presentation we hold the right to cancel the reservation. Non-clearing or returned unpaid cheque will incur a £30.00 transaction charge.

## **5. Cancellation by Us**

We may cancel the event or any part of it: for safety reasons if we or our supplier(s) regard adverse weather conditions or other safety concerns as unacceptable and which cannot reasonably be overcome; If we reasonably believe that you may cause harm or damage to our reputation or to the reputation of our suppliers or to property belonging to our suppliers; If a supplier or suppliers are unable to host the event for any reason; If changes you wish to make to the booking mean it is uneconomical or impractical to hold the event. If we cancel the whole of the event we shall use our best endeavours to rearrange the event on a mutually convenient date, or provide a refund to you of the cost to us of the event. Save as above we shall be under no further liability to you for cancellation of the event or any part of it.

## **6. Cancellation by You**

If you decide to cancel your event all deposits paid are not refundable. With sufficient notice some of balance payments may be able to be refunded but are under no obligation to do so.

## **7. Failure to Provide an Event**

If, due to reasons beyond our control, an event is unable to take place due to (but without limitation); closure of premises, the ceases of trading, a change in supplier management, weather restrictions, we will provide you and your group with an alternative event and if this is does not prove possible, a refund to you of the cost to us of the event.

## **8. Accommodation**

If your booking includes accommodation, the named accommodation will remain confidential to BeVenturesome and only be disclosed to you upon receipt of the completed secondary deposit and written confirmation from the supplier. We withhold the right to change your accommodation up until your arrival.

## **9. Meals**

All trips include breakfast, lunch and dinner. Lunch on the day of arrival is not included. Lunch on the day of departure is included. We will endeavour to meet any specialist dietary requests such as allergies or vegetarians but can not cater for all dietary preferences. We accept no liability if our

suppliers are unable to meet these requests in advance, or once at the venue. If your group arrives late then we accept no liability.

## **10. Alterations + Surcharges Applied By Us**

If due to circumstances beyond our control it becomes necessary to substitute an alternative supplier, or make any other alterations to the event (including accommodation) we shall inform you of the changes as soon as possible. You must pay any additional cost due to such changes. If the changes are, in the view of BeVenturesome so substantial as to materially alter the event and you are unwilling to accept them then you may cancel the event and we will give a refund of the cost of the event to us. Surcharges may be applicable where an event requires a minimum number of participants to proceed, and the group does not meet this minimum number. This could lead to the cancellation of the event of which we are not held responsible and alternatives may be offered of an equal or greater value. If this value is greater, then you must pay us the difference in price.

## **11. Alterations made by You**

We shall try to accommodate any reasonable changes you wish to make to the event. Alterations and amendment requests should be made with us and not end suppliers and should be made in writing to us by the lead name. These changes shall not be deemed accepted until we have confirmed in writing to you. If you wish to increase or decrease the number of persons participating in the event you may do this up to six weeks prior to the date upon which your event is due to start. Changes such as arrival / departure dates and destination changes will also be subject to our administration charges. We cannot guarantee that the change to the price will be pro-rata, but will depend upon the arrangements we are able to make with our suppliers. Subject to our written agreement you may transfer your booking to a person who satisfies all the conditions applicable to the event.

## **12. Your Obligations**

You shall at all times behave in a safe, responsible and courteous manner; comply with all instructions; regulations and codes of practice issued by us or our suppliers; ensure that you comply with all age restrictions imposed by our suppliers; ensure that you comply with all arrival times, and dress appropriately for the event. If you breach these obligations we may cancel or curtail the event or any part of it and in those circumstances you shall not be entitled to any refund. You shall take out insurance suitable for your needs and the activities (including delays for events involving travel by land, sea, or air) before the event. You will be in charge of pastoral care of all the children on the trip throughout the duration of the trip. This may include attending to pupils during the night, doctors visits and looking after medicines.

## **13. Our Obligations**

We shall take reasonable care and skill in arranging the event and comply with all applicable laws in relation to the event; where ever possible, re-schedule the event instead of cancelling or offer a refund to you of the cost to us of the event. All of the photographs and illustrations we use on our website and in literature (including quotations) we send you are for marketing purposes and may not entirely represent the actual products received.

## **14. Customer Feedback**

If you have a problem whilst on your booking then you must contact a BeVenturesome member of staff. Unless there is a valid reason why you did not report your problem to the appropriate person(s), we will not consider ourselves liable for those complaints. If they are unable to resolve matters to your satisfaction then you must write to us within 7 days of the conclusion of the event. No complaint will be accepted outside of this time frame thus deeming you fully satisfied with all aspects of the event and the services we have provided to you. We will acknowledge any correspondence within 5 working days and endeavour to deal with the complaint as quickly as possible.

## **15. Contracts (Rights of Third Parties) Act 1999**

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

## **16. Free Place Promotion**

Free teacher places are give out for every 10 full paying pupil places. Any more that this may be agreed before point of booking

## **17. Jurisdiction**

This agreement shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

## **18. Changes to these Terms and Conditions**

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, with the exception of reservations already made.

# Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in

which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your 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) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.