



**GALLOWAY AND
SOUTHERN AYRSHIRE
BIOSPHERE**



Terms and Conditions

Booking and Cancellation policies for Biosphere Experiences for Travel Trade

Your contract in respect of your booking is made with Biosphere Enterprises Ltd ('the Company '), registered in UK and all bookings are subject to these terms and conditions.

Biosphere Enterprise Limited

37 Queen Street,

Newton Stewart,

Dumfries and Galloway

Scotland

DG8 6JR

email: info@gsabiosphere.org.uk

Company No: SC775419

The experience/activity(s) have been designed by us in agreement with Activity Providers and Food & Drinks establishments.

The arrangement and selling of the experiences are conducted between GSAB with the Travel Trade partner, not with the end customer.

These Terms and Conditions govern the agreement between the client, ("you" or "the client"), and Biosphere Enterprises Ltd. By booking an experience/activity(s) with us, you agree to be bound by these Terms and Conditions. Please read them carefully and make sure you understand and abide by them.

Biosphere Enterprises Ltd uses service providers and sub-contractors ("Service Provider") Bookings through Biosphere Enterprises Ltd, where Service Providers are used, are subject to the Terms and Conditions set out herein.



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Bookings

All bookings must be made in writing. The Company booking form must be completed and submitted. Receipt of the booking form by the Company does neither guarantee nor imply confirmation of the booking. No booking shall be confirmed until the Company issues a written notice.

All communications by the Company in relation to your booking will be sent to the address stated on the booking form.

Bookings must be paid in full at least 90 days before the experience/activity date. If full payment is not received by the due date, the Company reserves the right to cancel the booking. It is the responsibility of the signatory of the booking form to ensure the Company receives payment in full by the due date. No reminders will be sent.

Pricing:

All prices are NET prices. The rates include UK VAT.

The pricing is based on a minimum of 8 people. If fewer clients wish to participate in one of our experiences, we expect the payment for 8. For more than 8 people, up to the maximum number of people for each experience, as stated within the product sheets, a Per Person cost will be applied for each additional person.

Adjustments to the final group size can be made up to 30 days prior to the groups' arrival. Any adjustments in the final group size after the 30 days will be charged 100% (*subject to the minimum number of 8).

Rates are valid up to 12 months from agreement date of rates.

The Company reserves the right to notify you of any increase in price before accepting your booking.

Biosphere Enterprises Ltd reserves the right to correct promotional or pricing errors at any time, or to increase the price in the event of cost increases due to changes effected by applicable law, currency fluctuations, taxes.

Payment Terms

We do not take deposits.



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Payments:

Full payment of agreed rates is expected latest 90 days before the arranged date of the experience.

In the event of non-payment by 90 days prior to the date of the arranged experience, the booking will be released with no notification.

If the booking takes place within 30 days of arrival, we expect a full payment immediately.

All payments are non-refundable.

Expenses/charges: If applicable, we expect Travel Trade partners to pay exchange and bank transfer charges which will be invoiced accordingly.

We currently have no credit facilities.

Cancellations and Changes by you

If you cancel the experience, we cannot refund the payment.

If we need to cancel, we will refund 100% of the invoiced rate.

Compensation will not be paid for changes or cancellations caused by Acts of God (Force Majeure), war, threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or man-made disaster, fire, technical problems to transport, closure or congestion of airports, strikes or other industrial action, adverse weather conditions or any other event beyond the Company's control.

Bookings are not subject to date changes in the event of cancellation.

Alterations to the experiences.

Occasionally it may be deemed necessary to make changes to experience/activity and we reserve the right to do that in a way that it does not change the character of the proposed experience. The Company reserves the right to do so at any time, and you will be notified of any changes at the earliest possible opportunity.

Our Responsibilities



The Company does not own or manage the activity providers, and food and drink establishments used in conjunction with the experiences arranged but the Company has exercised care in selecting providers.

The Company is not responsible if any member of the group suffer death, illness or injury as a result of any failure to perform or improper performance of any part of our contract with you where such failure is attributable to (i) the acts and/or omissions of any member of the group, or (ii) an event which neither the Company or the service provider could have foreseen or prevented even with due care.

Biosphere Enterprises Ltd will accept liability only for the gross negligence by its staff/contractors and only to the extent that it is obliged under Scottish law. We cannot be held responsible for any mishap to person or property, or other such happenings amounting to force majeure. We are covered by public liability insurance and by submitting our booking form you acknowledge that we have taken all reasonable steps to safeguard its liability in this respect.

Guarantees

Biosphere Enterprises Ltd does not guarantee the stars/clear skies for star gazing experiences, and/or activity(s) Weather is unpredictable, but you will have very dark skies.

Complaints and claims

Biosphere Enterprises Ltd shall attend to any claims and/or complaints in respect of the services provided which are brought to its notice as soon as possible and in no event later than 7 days from the date of occurrence of such event giving rise to such claim or complaint. The claim or complaint shall be provided with sufficient details and available evidence for Biosphere Enterprises Ltd to investigate into the matter.

Privacy/data policy

Personal information provided will be used for the purposes of facilitating your booking(s). Biosphere Enterprises Ltd may also use your personal data for promoting our products and services. When consent is required by law, Biosphere Enterprises Ltd will obtain your consent prior to using your personal data for marketing purposes. You have the right to withdraw your consent at any time.

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