



Terms and Conditions Policy

Subject of Terms

These terms and conditions apply to the services set out in the GMG Ltd website or as contained within any of its advertising brochures and relates to any course, activity, event, programme or expedition between us, "GMG Ltd" and you, the "client". All references hereafter to any course, activity, event, programme or expedition will be referred to as the "activity".

About Us

All activities advertised on our website are operated by GMG Ltd, 56 Union Street, Glasgow, G1 3QX

Glasgow Medical Group Ltd (GMG Ltd) is registered in Scotland with a company number SC648801.

How to book

To make a booking you can contact us either by telephone or email.

We will reply by email confirming your booking with the Subject Heading "Confirmation of Booking" in which we will detail:

- Date/s
- Time
- Location
- Nature of activity
- Costs
- Specific joining instructions
- Negotiated obligations or responsibilities of either party applicable

Costs

All costs advertised are inclusive of all expenses incurred by GMG Ltd unless otherwise stated. Costs do not include any expenses which may be incurred by the client.



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Invoices

The invoice will outline the payment options and will be payable within 7 days of issue. It is important to check the details on the invoice when you get it.

In the event of any discrepancy, please contact us immediately. Ordinarily we will invoice you after the activity but in some cases we will need to invoice you prior to the activity. In special cases full payment will need to be made prior to the event.

This will be agreed between GMG Ltd and the client prior to confirmation of the booking. Once you receive this invoice it is your responsibility to check the details contained therein are correct.

If any details are incorrect the documentation is to be returned to us within 7 days of their receipt. Course certificates or any other article of attendance or course material will not be released until payment has cleared.

Payments

Payment can be made.

- By a direct bank transfer to our normal business account.
Please note we no longer accept cheques.

Cancellations by Us

You are entitled, if appropriate, to be compensated by GMG Ltd for the nonperformance of any contract except where:

- The activity is cancelled because the number of persons who agreed to take it is less than the minimum number required, and you are informed of the cancellation in writing 7 days prior to your activity,
- The activity is cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised,
- Force Majeure: GMG Ltd will not be held responsible for any delays or alterations to any activity caused by illness, weather, strikes, war, terrorism, political events and any other circumstances clearly beyond our control.



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We do however, assume the right to cancel any activity at any time and should such a cancellation occur, other than in accordance of sub paragraphs above, then GMG Ltd will offer an alternative activity and you can choose whether to accept the alternative or a refund. The alternative activity should be of at least the same standard as the one you booked or, if it is of a lesser standard, you should be refunded the difference in price between the original activity and the alternative.

Cancellation by you

You are entitled to cancel your booking within 7 days of receipt of your confirmation invoice as outlined in Section 'How to book' above. In addition you or any member of your party, may cancel your activity at any other time. As we start to incur costs from the time the contract is confirmed we attribute the following cancellation fees

- More than 30 days notice: No charge
- 29 - 14 days notice: 10% of cost.
- 13 - 7 days notice: 50% of cost.
- Under 7 days notice: 75% of cost
- 24 hours notice: 100% of cost

If you cancel any activity within 7 days prior to the activity and your deposit is forfeited you may rebook on an alternative date and we will retain the deposit as part payment for that alternative date/s.

Prices & Surcharging

Even though our prices are accurate on the date published , we reserve the right to change any of those prices.

Late Payment

In the event of late or missed payments GMG Ltd have the right to withhold and/or cancel any certification undertaken by the client until payment is paid in full. An administration fee of £40 may be applicable.

Health & Safety

GMG Ltd has a Health & Safety policy. All of our UK activities are risk assessed. For details of our Risk Assessments, please contact us.



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Our Insurance

GMG Ltd is insured including Professional Indemnity Insurance, Public Liability. Our insurance is underwritten by Markel direct.

Health and Fitness

Any client suffering from any mobility impairment, illness or disability or is undergoing treatment for any physical or pre existing medical condition must declare the true nature of such condition at the time of booking. It is the client's responsibility to make arrangements for the provision of any medication or other treatment which may be required during the activity. Any failure to disclose any such condition will constitute a breach of these booking conditions may result in such persons being excluded from the activity in which case all monies paid will be forfeited. Clients must ensure they are familiar with the physical requirements for their booked activity. Whilst we can provide advice and guidance it is the responsibility of the client, or if under 18, their parent or guardian, to ensure that they are sufficiently fit and competent to complete their chosen activity. GMG Ltd reserves the right to withdraw any person from any activity at any stage without refund should that person's physical condition seriously impede or endanger the health and safety of themselves or others.

We reserve the right to decline the participation or attendance of any client whose fitness is such that in the opinion of the designated GMG Ltd instructor is unable to complete any activity. Should that person wish or be forced to make alternative accommodation and travel arrangements then GMG Ltd will not be held liable for any such costs that are incurred.



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Age

Only persons over the age of 16 years and over may participate in an activity which is made publicly available.

Persons younger than 16 are only able to participate in privately arranged activities by GMG Ltd. Persons under the age of 16 years must:

- provide written consent from a responsible adult (Parent, guardian or carer)
- be transported to and from the venue of the activity their responsible adult or an adult nominated by their responsible adult and
- be fit, competent and deemed mature enough to complete the chosen activity.

GMG Ltd reserves the right to refuse a minor the right to participate in any booked activity, should they suspect a possible breach of conditions.

Your Responsibilities

Clients must accept personal responsibility for any additional expenses incurred through their own lack of punctuality, carelessness, competence, negligence, illness or lack of fitness. The client shall reimburse GMG Ltd for any loss or expense reasonably incurred.

In all of our activities it is necessary that all customers follow instructions and guidance given by the designated GMG Ltd staff member providing that they are deemed reasonable and safe. The safety of our customer is of our paramount concern and the responsibility for any safety decisions ultimately rests with the allocated GMG Ltd staff member. All clients, or if the client is under the age of 18, their responsible adult, will be asked to sign a declaration to the effect that they agree to carry out such reasonable requests by GMG Ltd staff.

Should any client commit any illegal act within the statutory definitions of the UK or if abroad, the host country, or behave in a disruptive, threatening or abusive manner likely to cause any alarm, harassment or distress towards any person or in any manner likely to cause danger to another person or property, we may terminate your activity or travel arrangements without any liability on our part. Should this occur you may become responsible for your own travel arrangements home and we may make a claim against you to recover any costs incurred by us and may also initiate criminal proceedings.



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We reserve the right to decline the attendance or remove from activity any individual whose behaviour is, in the opinion of the designated GMG Ltd staff member, unacceptable.

Limitations of our liability.

We are obliged to take reasonable care to provide you any service or facility that we advertise. Should you wish to make a claim then you should evidence that reasonable care has not been evident in our provision of services or goods.

Baggage and personal effects brought onto any activity are at all times the responsibility of the customer and we accept no liability for their damage or loss.

GMG Ltd reserves the right for client orientated payment for any damage caused or inflicted by any deliberate act, negligence, recklessness or willful omission to any property or equipment belonging to our company, its agents, suppliers or providers.

Data Protection, management and ownership of Information

GMG Ltd is registered under the Data Protection Act 1998 with the Information Commissioner's office, registration **ZA754303**.

Intellectual Property Information

For purposes of these Terms of Use, "content" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of GMG Ltd and/or its Affiliates. You are only permitted to use the content as expressly authorised by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorised use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.



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We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to us (as identified above) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
2. Identify the material that you claim is infringing the copyrighted work.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).



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5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorised by the copyright owner, its agent, or the law."
6. Include the following statement: "the information in the notification is accurate and that I am the copyright owner or am authorised to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.
8. Send the written communication to the following address:

*Director
Glasgow Medical Group Ltd
56 Union Street
Glasgow
G1 3QX*

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the Intellectual Property Office for adjudication in accordance with European Copyright Law.

Complaints

You should contact GMG Ltd, preferably in writing, within 28 days of the activity. In the event that you do not tell us within that period then this may affect the company's ability to investigate complaints and may impact on the way that your complaint is dealt with.

Law, Jurisdiction and disputes

The construction, validity and performance of this contract and any claim or dispute arising from or related to this contract is governed by the non-exclusive law and jurisdiction of the English, Scottish or Northern Ireland courts respectively, dependant on where the consumer booked their holiday, be it within England and Wales, Scotland or Northern Ireland (this includes Internet bookings).