

BOOKING TERMS AND CONDITIONS FOR EARLY CAREERS DEVELOPMENT

Please take the time to read these terms and conditions carefully as they are the basis for the contract between us (the “**Contract**”). The party making the booking will hereinafter be referred to as “you”.

1. **Contract**

- 1.1 Your Contract is with Outward Bound Corporate Ltd (a wholly owned subsidiary of The Outward Bound Trust Ltd), a limited company registered in England and Wales with company number 2892257 having its registered office at Hackthorpe Hall, Hackthorpe, Penrith, Cumbria, CA10 2HX (“**The Trust**”).
- 1.2 When you make a booking to participate in one of the programmes of The Trust (a “**Programme**”) you do so on behalf of yourself and each of your participants (each a “**Participant**” together the “**Participants**”).
- 1.3 You warrant and guarantee that:
 - 1.3.1 you have the authority to enter into this Contract;
 - 1.3.2 that you accept the terms of this Contract;
 - 1.3.3 that the Contract shall apply to your booking to the exclusion of all other terms and conditions; and
 - 1.3.4 that where you are making this booking on behalf of other persons, you have their authority, and where they are under the age of 18 years of age, the authority of their parents or guardians to enter into this Contract.
- 1.4 The Contract between us will be formed when The Trust receives a signed copy of the Contract from you.

2. Fees

- 2.1 The programme fee is exclusive of VAT which will be charged at the current rate.
- 2.2 Payment of the programme fee is due within 30 days of the invoice date.
- 2.3 Where The Trust has assisted you in booking transport in addition to that provided as standard with the Programme, this aspect of the service including coach, steamer and other transfers (the "**Transport Service**") is separate and your contract in respect of this service shall be between you and the provider of the Transport Service as identified in our invoice. The Trust does not accept any liability in respect of the Transport Service as this is a matter between you and the third party provider.
- 2.4 The Transport Service costs quoted may be subject to change in exceptional circumstances. The Trust will advise you of any change at the earliest opportunity and you will be liable to pay any reasonable increase in cost.
- 2.5 Where any payment due from you is overdue, The Trust reserves the right to charge interest on the full outstanding amount, on a daily basis, at the rate of one per cent (1%) above Barclays Bank plc base rate, until payment in full is made.
- 2.6 Over and above the usual duty of care, employers have an additional responsibility in common law to act in 'loco parentis' for employees under 18 years of age. To fulfil this obligation, The Trust require that you provide an accompanying member of staff for the entire duration of the programme. Where you are unable to do so, The Trust will ensure suitable staffing are present and an additional cost will be payable by you.
- 2.7 To assist with clause 2.6, The Trust offer one free accompanying staff place per group.

3. Cancellation or amendment by you

3.1 You may cancel the Programme at any time.

3.2 In the event of cancellation, you will be required to pay the applicable cancellation charge, (the “**Cancellation Charge**”) as shown below.

Cancellation Date	Cancellation Charge
Between 12 months & 6 months prior to the commencement of the Programme (the “ Start Date ”)	10% of the programme fee
More than 8 weeks but less than 6 months prior to the Start Date	50% of the programme fee
Fewer than 8 weeks prior to the Start Date	100% of programme fee

3.3 The date of effective cancellation is the date of receipt by The Trust of written notice of the cancellation from you. You must not assume we have received your notice of cancellation until you have received an acknowledgement from us (the “**Acknowledgement**”), confirming the cancellation of your booking and providing details of any sums due. If you do not receive the Acknowledgment within 7 days of your notice of cancellation you must submit a new cancellation notice as we will not have received your original notification and it will be deemed not to have been sent.

3.4 The Trust will accommodate changes in Participant numbers where possible. Requests must be in writing. Where we can accept increased numbers, we will confirm the revised programme fee. Where numbers reduce, cancellation charges will apply to that part as set out in clause 3.2.

4. Cancellation or amendment by The Trust

- 4.1 If for any reason The Trust is not able to offer the Programme on the terms of the booking which you have made, we shall endeavour to make alternative arrangements.
- 4.2 If no alternative arrangements can be agreed, The Trust may cancel your booking.
- 4.3 In the event of a cancellation by The Trust, we will refund any fees paid to us by you.

5. Insurance

- 5.1 The programme fee includes public, product and third party liability insurance cover.
- 5.2 The programme fee does not include personal accident, travel or cancellation insurance cover. It is your responsibility to ensure that all of your Participants have suitable insurance cover in place for these areas of risk.

6. Force majeure

- 6.1 The Trust shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

7. Health and safety

- 7.1 A medical declaration must be fully completed and returned to The Trust, signed by each Participant (or by the Participant's parent or guardian if under the age of 18 years) **at least six weeks prior to the Start Date**. Within the medical declaration, each Participant must confirm that they are in good general health to take part in the Programme including but not limited to having a reasonable basic level of fitness, and Participants must be willing and able to become involved in every aspect of the Programme.
- 7.2 If the medical declaration is not completed and returned, The Trust reserves the right to decline or cancel a Participant booking without having to pay any compensation and **you will be liable to pay the cancellation charges** outlined at clause 3.
- 7.3 Smoking including the consumption of electronic cigarettes will not be tolerated on any of The Trust's premises except within the designated smoking areas.
- 7.4 By signing this Contract you accept The Trust's safety and disciplinary procedure and accept the authority of The Trust's staff. An overview of The Trust's safety arrangements, child protection, risk assessments and staff qualifications can be found on our website www.outwardbound.org.uk.

8. Exclusion of Participant(s) from the Programme

- 8.1 The Trust reserves the right to cancel the Programme or remove a Participant from the Programme in the event that:
- 8.1.1 a Participant's behaviour during the Programme may prejudice the safety and wellbeing of any member of the Programme, or the satisfactory progress of the Programme; or
- 8.1.2 The Trust is informed through the medical declaration form, or at any point prior to the Start Date that a Participant's attendance is likely to prejudice the safety and wellbeing of the Participant or of any other Participant of the Programme or any other party involved in the

Programme, or any other Programme being delivered at the centre at the same time

- 8.2 In the event of the Programme being cancelled or a Participant being excluded from a Programme pursuant to this clause 8, no compensation shall be payable by The Trust to you or the Participant and **you will be liable to pay the cancellation charges** outlined at clause 3. You shall reimburse us for any reasonable costs, or expenses arising, whether directly or indirectly, including costs of travel or legal expenses.

9. Marketing and promotions

- 9.1 The information contained on The Trust's website and any other literature ("**Marketing Material**") is provided in good faith and is intended to represent a general picture of our products and services and shall not form any part of this Contract.
- 9.2 The Trust occasionally employs a professional photographer to take pictures or video recordings of Participants to use in our Marketing Material. If you or any Participant does not wish to appear in any such Marketing Material, please inform us when returning the medical declaration.
- 9.3 The Trust may use your written feedback in Marketing Material provided in any form. If you do not wish to be quoted, please inform us when providing feedback.

10. Data protection

- 10.1 The Trust shall (and shall procure that any of its staff involved in the provision of this Contract) comply with all obligations under the General Data Protection Regulation 2018 ("**GDPR**"). In particular data shall be obtained, processed and held in accordance with GDPR.
- 10.2 By providing personal data to The Trust you consent to it being processed, used and held by us in accordance with the GDPR.
- 10.3 You consent to The Trust using your information to occasionally contact you for marketing purposes by post, telephone, email and mobile message. This will enable us to tell you about offers, news and events which we believe may be of

interest to you. If you do not wish to be contacted by us for marketing purposes please let us know by calling 01931 740000 or emailing enquiries@outwardbound.org.uk. We will not give out your details to external parties that are not linked to The Trust.

10.4 For a copy of our Privacy Statement please see our website www.outwardbound.org.uk

11. Complaints

11.1 If you have a complaint during the Programme please raise this matter with the Programme Trainer or Operations Manager at your earliest opportunity.

11.2 If you are unable to raise any issues or complaints during the Programme please contact our Customer Services Team in writing at our registered office at your earliest opportunity, giving your booking reference and all other relevant information together with any evidence to substantiate your complaint.

12. Our liability

12.1 The liability of The Trust, and all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by the law.

12.2 This Clause 12 sets out the entire financial liability of The Trust (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer, whether The Trust is operating from its own premises or the premises of another in respect of:

12.2.1 any breach of the Contract however arising;

12.2.2 any use made by the Participant of The Trust's services; and

12.2.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

12.3 Nothing in the Contract limits or excludes the liability of The Trust:

12.3.1 for death or personal injury resulting from negligence; or

- 12.3.2 for any damage or liability incurred by any Participant as a result of fraud or fraudulent misrepresentation by The Trust.
- 12.4 Save as provided in clause 12.3;
- 12.4.1 The Trust shall under no circumstances whatsoever be liable to the Participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 12.4.2 The Trust's total liability to the Participant in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum equivalent to the programme fee.
- 12.5 The Trust excludes liability for any sum which can be recovered through your Insurance Cover or any other insurance cover or policy under which the loss can be recovered.

13. Your liability

- 13.1 You will be held liable for any acts by you, whether intentional or negligent acts and/or omissions, for causing damage to any property, equipment and assets involved in the provision of the Programme including damage caused by any Participant on behalf of whom you have made a booking. This includes but is not limited to property owned, leased or hired by The Trust and any property of third parties used in the provision of the Programme.

14. Notices

- 14.1 Any notices must be in writing and may be delivered by hand, first class post, fax or e-mail addressed to the recipient at its registered office or to any other address, or fax number, as notified in writing to the sender by the other party. A notice delivered by hand is served when delivered, a notice sent by first class post is served 48 (forty eight) hours after posting and a notice served by fax or by email is served when the fax or email is sent.

15. Severance

- 15.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. Waiver

- 16.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17. Third party rights

- 17.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

18. Variation

- 18.1 Except as set out in this Contract, any variation to the Contract, including the introduction of any additional terms and clauses, shall only be binding when agreed in writing and signed by The Trust.

19. Governing law and jurisdiction

- 19.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.



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