

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 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.
- 2.4 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.
- 2.5 To assist with clause 2.4, 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 Cancelled Groups will be subject to 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 In the event of the cancellation of a Participant’s place on the course, and only when due to unforeseen and unavoidable circumstances, you may transfer that place to a new Participant by written notice up to two weeks prior to the Start Date and not after this time. Such transfers must be accompanied by all relevant information, for example the Participant Information Form, for each new Participant, and must be submitted within 24hours of the notification. Alternatively, you may reduce the number of Participants taking part in the Course, but in this event, we will recalculate the number of Groups and cancelled Groups will be subject to the Cancellation Charges stated 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, pandemic, 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 Participant Information Form 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 Participant Information Form, 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 Participant Information Form 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 You must also inform us if any Participant or Staff has come into recent contact with any infectious disease. Where the Start Date falls within the accepted quarantine period for transmission of any such disease, The Trust reserves the right to exclude that Participant from the Course. This shall be deemed to be a Course cancellation by you. No compensation shall be payable by us to you or the Participant and **you may be liable for payment of the Cancellation Charge** set out at clause 0.

7.4 Smoking including the consumption of electronic cigarettes (vaping) will not be tolerated on any of The Trust's premises except within the designated smoking areas.

7.5 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 Participant Information 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 Participant Information Form.
- 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 is the data controller of personal data processed by The Trust in connection with providing the Course, including such data as The Trust collects directly from Participants. The Trust obtains, processes and retains data in compliance with all applicable legislation, including the Data Protection Act 2018 as amended and the UK GDPR.
- 10.2 The Trust requires certain personal data to be shared by You with The Trust, and The Trust may also need to share personal data with You. Such data sharing shall be done only in accordance with the Client Data Sharing Agreement (ISOD-7-7333) found on our website www.outwardbound.org.uk. **The Client Data Sharing Agreement forms part of Your Contract with The Trust.**
- 10.3 Schedule 1 to these Booking Terms and Conditions details the types of personal data that may be shared, the categories of data subjects to whom the data relate, and the purposes of processing the data by each party in relation to this Contract. Sharing of personal data not described in Schedule 1 is only permissible in exceptional circumstances, such as where necessary to protect the vital interests of a data subject, and only where lawful.
- 10.4 The Trust will use your information as the booker 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, in line with our legitimate interest. 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.

11. Complaints

- 11.1 If you have a complaint during the Programme please raise this matter with the Programme Trainer or Centre 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 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.

Schedule 1 – Shared Personal Data

The following table describes the Shared Personal Data and the Agreed Purposes for processing the Shared Personal Data in accordance with this Contract and the Client Data Sharing Agreement (ISOD-7-7333).

Types of Shared Personal Data and data subjects	Purposes of processing by You	Purposes of processing by The Trust
Names, ages, genders of expected Participants and Visiting Staff. Information about apprentice/graduate status, workplaces and job roles of expected Participants	To manage enrolment and attendance on the programme. To notify The Trust of expected attendees	To allocate accommodation and working groups, and to design and operate the programme(s)
Names and contact details of relevant members of Your staff and The Trust's staff	To facilitate communication between the Parties	To facilitate communication between the Parties
When necessary: health, behavioural and/or safeguarding information about Participants	To protect the interests of Participants	To protect the interests of Participants