

## BOOKING TERMS AND CONDITIONS FOR SUMMER ADVENTURE PARTICIPANTS FUNDED BY THE ANNINGTON CHALLENGE

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 The Outward Bound Trust, a charity registered in England and Wales with charity registered number 1128090, and in Scotland with charity registered number SC040341, and a company limited by guarantee registered in England and Wales with company number 6748835 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 courses of The Trust (a “**Course**”) 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 on the date of issue by The Trust of confirmation of your place on a Course.

## 2. Fees and deposit

- 2.1 The course fee for each Course in any given season shall be set by The Trust and shall be advertised on their website at [www.outwardbound.org.uk](http://www.outwardbound.org.uk) (the “**Total Course Fee**”).
- 2.2 The Trust offers a charitable subsidy to UK resident/passport holders (the “**Charitable Subsidy**”). The Charitable Subsidy is as stated on The Trust’s website at [www.outwardbound.org.uk](http://www.outwardbound.org.uk).
- 2.3 If a Charitable Subsidy applies, this shall be deducted from the Total Course Fee to calculate the fee payable (the “**Payable Course Fee**”).
- 2.4 Charitable Funding has been awarded by The Annington Trust via the Adventure Fund (the “**Charitable Funding**”) to assist with the payment of the Payable Course Fee.
- 2.5 The Parental Contribution is in effect the full amount payable by the customer for the course place as defined by the specific course chosen.
- 2.6 The Parental Contribution must be paid at the time of application.
- 2.7 If the booking is made less than 12 weeks prior to the Start Date, the Parental Contribution must be paid immediately.
- 2.8 Where any Parental Contribution 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.

## 3. Cancellation or amendment by you

- 3.1 You may cancel the Course at any time. Cancelled places will be subject to the applicable cancellation charge, (the “**Cancellation Charge**”) as shown below.

Cancellation Date	Cancellation Charge
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From date of booking until to the Start Date	Loss of the Full of Parental Contribution
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- 3.2 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.
- 3.3 You may request to amend your booking up until six weeks prior to the Start Date by written notice to The Trust. Where we can meet your request, your course fee shall be varied accordingly and any extra Parental Contribution required shall be invoiced by us and shall be due and payable as directed by us.
- 3.4 The Cancellation Charges are based on the Parental Contribution and will result in the loss of the full Parental Contribution received.

**4. Cancellation or amendment by The Trust and course composition**

- 4.1 If for any reason The Trust is not able to offer the Course on the terms of the booking which you have made, we shall endeavour to find an alternative course for you to attend. We will work with you to mitigate the effects of any such amendments wherever possible.
- 4.2 The Trust will refund you the difference in Parental Contribution if the alternative course fee is of a lesser amount.
- 4.3 If no alternative course can be agreed, The Trust may cancel your booking and the Parental Contribution will be refunded.

- 4.4 If the Parental Contribution for the course fee is not paid on the due date, The Trust may cancel your booking and the Cancellation Charge of the full Parental Contribution will be applied.
- 4.5 Other than pursuant to clause 4.4, in the event of a cancellation of the Course by The Trust, we will refund any Parental Contribution paid to us by you.
- 4.6 The Trust will endeavour to give you notice of any cancellations due to insufficient Participants or same sex numbers on the Course or other changes to your booking at least 4 weeks prior to the Start Date.
- 4.7 Participants acknowledge and agree that Courses may be made up of Participants of mixed age, ability and sex.
- 4.8 The Trust retains the right to merge Courses of the same type but of varying age ranges in the event that there are insufficient Participants in any one Course for it to proceed successfully.

## **5. Coach transfer**

- 5.1 During the months of June, July and August, a coach transfer to and from the Course is available (the “**Coach Transfer**”). This must be booked at least four weeks prior to the Start Date.
- 5.2 Should you choose to cancel the Coach Transfer, you should inform The Trust in writing at least four weeks prior to the Start Date.
- 5.3 You will be notified of the pickup time and location prior to the Start Date once you have submitted your booking. The Trust will inform you should your pick up time and location change.

## **6. Insurance**

- 6.1 It is your responsibility to ensure that you have adequate Insurance Cover in place and it is suitable for all Participants’ needs. It is your/their responsibility to obtain such insurance and it shall be at your/their cost.

## 7. Force majeure

7.1 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.

## 8. Health and safety

- 8.1 Registration via the online Participant Information Form must be fully completed, including an electronic signature by each Participant (or by the Participant's parent or guardian if under the age of 18 years). The Course won't be confirmed until the application has cleared screening.
- 8.2 If the online application is not completed and returned at least six weeks prior to the course start date, The Trust reserves the right to decline or cancel a Participant booking without having to pay any compensation and **you will lose your Parental Contribution** outlined at clause 3.
- 8.3 You must inform The Trust if any Participant has a medical problem or disability as not all Participants may be able to participate in all Courses.
- 8.4 If any new medical problems or disabilities are suffered or arise between the entry into the Contract pursuant to clause 1.4 and the Start Date you must notify The Trust immediately. We reserve the right to decline or cancel a Participant's place if it considers that to continue would be harmful to the health or safety of the Participant or other Participants on the Course.

- 8.5 You must inform us if any Participant has come into recent contact with an 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 will lose your Parental Contribution as** set out at clause 3.2.
- 8.6 Those under 16 are not allowed to smoke or vape. The normal disciplinary process set out in The Outward Bound Trust Code will apply to Participants who break this rule.
- 8.7 By entering into this Contract you accept on behalf of each Participant and agree to comply with The Trust's safety and disciplinary procedure and accept the authority of the Course Instructors and Centre Manager. An overview of The Trust's safety arrangements and staff qualifications can be found on our website [www.outwardbound.org.uk](http://www.outwardbound.org.uk).

## 9. Exclusion of Participant(s) from the course

- 9.1 In the event that:
- 9.1.1 a Participant's behaviour during the Course may prejudice the safety and wellbeing of any member of the Course, or the satisfactory progress of the Course; or
  - 9.1.2 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 Course or any other party involved in the Course, or any other Course being delivered at the centre at the same time; or

The Trust reserves the right to remove that Participant from the Course, as appropriate.

- 9.2 In the event of a Participant being excluded from a Course pursuant to this clause 9, no compensation shall be payable by The Trust to you or the Participant and

**you will be liable for the loss of the Parental Contribution** 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.

9.3 Repatriation in the event that a participant needs to leave a Course eg personal choice, exclusion or medical reason:

9.3.1 Under 18 years old: It is the parent / guardian's responsibility to arrange repatriation of the participant to return to their own home in a timely manner ie within 24-hours, this includes collecting the participant or arranging participant collection or arranging return by public transport in a safe and responsible manner (circumstances dependant);.

9.3.2 18 years old and over: It is the participant and emergency contact's responsibility to arrange repatriation back home in a timely manner eg within 24-hours, this includes collecting the participant or arranging participant collection or arranging return by public transport in a safe and responsible manner (circumstances dependant);.

In both cases, a participant will not be able to remain at centre until the Course end date and arrangements must be in place within 24 hrs.

## **10. Marketing and promotions**

10.1 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.

10.2 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 online Participant Information Form.

- 10.3 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.

## **11. Data protection**

- 11.1 The Trust is the data controller of personal data processed by The Trust in connection with providing the Programme, including such data as The Trust collects directly from Participants.
- 11.2 By providing personal data to The Trust you understand it will be processed, used and held by us in accordance with the UK GDPR and other applicable legislation.
- 11.3 The Trust may use your information to occasionally contact you as the booker 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](mailto:enquiries@outwardbound.org.uk). We will not give out your details to external parties that are not linked to The Trust.
- 11.4 For a copy of our Privacy Policy please see our website [www.outwardbound.org.uk](http://www.outwardbound.org.uk)

## **12. Complaints**

- 12.1 If you have a complaint during the Course please raise this matter with the Course Instructor or Centre Manager at your earliest opportunity.
- 12.2 If you are unable to raise any issues or complaints during the Course 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.

## **13. Our liability**

- 13.1 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.





- 13.2 This Clause 13 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 in respect of:
- 13.2.1 any breach of the Contract however arising;
  - 13.2.2 any use made by the Participant of The Trust's services; and
  - 13.2.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 13.3 Nothing in the Contract limits or excludes the liability of The Trust:
- 13.3.1 for death or personal injury resulting from negligence; or
  - 13.3.2 for any damage or liability incurred by any Participant as a result of fraud or fraudulent misrepresentation by The Trust.
- 13.4 Save as provided in clause 13.3;
- 13.4.1 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
  - 13.4.2 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 Total Course Fee.
- 13.5 The Trust excludes liability for any sum which can be recovered through the Insurance Cover or any other insurance cover or policy under which the loss can be recovered.

## **14. Your liability**

- 14.1 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 any assets

involved in the provision of the Course 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 Course.

## **15. Notices**

15.1 Any notices must be in writing and may be delivered by hand, first class post, or e-mail addressed to the recipient at its registered office or to any other address, 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 email is served when the email is sent.

## **16. Severance**

16.1 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.

16.2 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.

## **17. Waiver**

17.1 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.

**18. Third party rights**

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

**19. Variation**

19.1 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.

**20. Governing law and jurisdiction**

20.1 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.