

# COVID19 SPECIFIC BOOKING TERMS AND CONDITIONS FOR SCHOOLS AND COLLEGES (GROUP BOOKINGS)

## For new contracts signed from 1 July 2020

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 your organisation 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 earlier of the date when The Trust receives your Deposit (as defined below) or when The Trust receives a signed copy of the Contract from you.

## 2. Fees and deposit

- 2.1 Each course will be split into Groups (a “**Group**”). If there are multiple Groups, number of Groups will be calculated based on 12 Participants per Group e.g. if there are 13 Participants this will require 2 Groups. The course fee payable will be based on the number of Groups and shall be as set by The Trust and stated on the Contract of Business (the “**Total Course Fee**”).
- 2.2 The Trust offers a charitable subsidy to schools and college bookings (the “**Charitable Subsidy**”). The Charitable Subsidy is as stated on the Contract of Business.
- 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 A means tested bursary may be awarded in certain circumstances (the “**Means Tested Bursary**”) to assist with the payment of the Payable Course Fee.
- 2.5 The deposit is the sum equal to 10% of the Payable Course Fee (the “**Deposit**”).
- 2.6 The remaining course fee is the Payable Course Fee minus any Means Tested Bursary and any amount paid as the Deposit (“**Remaining Course Fee**”).
- 2.7 Subject to clause 2.8 if the booking is made more than 8 weeks prior to the start date of the Course (the “**Start Date**”), the Deposit must be paid within 28 days of the receipt of an invoice for the Deposit from The Trust.
- 2.8 Notwithstanding clause 2.7 if the booking is made less than 8 weeks prior to the Start Date, the Deposit must be paid immediately.
- 2.9 In all cases, the Remaining Course Fee must be paid within 28 days after your Course Start Date, with invoices being issued between 4 and 8 weeks before your Course Start Date.
- 2.10 If the Deposit is not paid on the due date, The Trust may cancel your booking and the relevant Cancellation Charge will apply.

- 2.11 Where The Trust has assisted you as agent in booking transport in addition to that provided as standard with the Course, 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.
- 2.12 The Transport Service costs quoted may be subject to change in exceptional circumstances or as a result of Government advice. The Trust will advise you of any change at the earliest opportunity and you will be liable to pay any reasonable increase in cost.
- 2.13 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.
- 2.14 Payments made by credit card will incur a charge in accordance with current rates.

### **3. Cancellation or amendment by you**

- 3.1 You may cancel the Course at any time.
- 3.2 Where your cancellation is not caused as a direct or indirect result of the Covid19 pandemic, Cancelled Groups will be subject to the applicable cancellation charge, (the "**Cancellation Charge**") as shown below.

<b>Cancellation Date</b>	<b>Cancellation Charge</b>
From date of booking until 57 days prior to the Start Date	Loss of Deposit
56 – 29 days prior to the Start Date	50% of the Payable Course Fee
28 – 15 days prior to the Start Date	75% of the Payable Course Fee

Fewer than 14 days prior to the Start Date	100% of Payable Course Fee
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- 3.3 Where your cancellation is caused as a direct or indirect result of the Covid19 pandemic, and as long as you provide reasonable evidence of this to us where we request it from you, Deposits and Remaining Course Fees received for Cancelled Groups will be refunded or held as deposits against a future booking.
- 3.4 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.
- 3.5 You may usually add additional Participants to the Course up until the Start Date by written notice to The Trust. Where we can meet your request, we will recalculate the number of Groups and your Total Course Fee shall be varied accordingly and any extra payments required shall be invoiced by us and shall be due and payable as directed by us. Please note that you may also be asked to pay an administration fee of twenty pounds (£20) per Participant, for each alteration to your booking (“**Administration Fee**”).
- 3.6 In the event of the cancellation of a Participant’s place on the Course, you may transfer that place to a new Participant by written notice up to two weeks prior to the Start Date. Such transfers may be subject to the Administration Fee and must be accompanied by all relevant information, for example all medical information, for each new Participant. 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.

- 3.7 For non-Covid19 related cancellations, Cancellation Charges are based on the Payable Course Fee and therefore upon cancellation The Trust reserves the right to charge you for any Means Tested Bursary awarded.

#### 4. Cancellation or amendment by The Trust

- 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. In the current context of the ongoing Covid19 pandemic, we reserve the right to make any and all necessary amendments to the delivery of your Course in order to ensure the health and wellbeing of all course participants and staff. We may need to reduce operational group sizes, change delivery venues and accommodation arrangements and otherwise adapt our approach to the delivery of a safe and effective Course. 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 price 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.
- 4.4 If the Deposit is not paid on the due date, The Trust may cancel your booking and the relevant Cancellation Charge will apply.
- 4.5 Other than pursuant to clause 2.10, in the event of a cancellation by The Trust, we will refund any course fees paid to us by you.

#### 5. Insurance

- 5.1 Comprehensive course and travel insurance cover (The “**Insurance Cover**”) for all Participants is included as part of the course cost. The Insurance Cover commences upon receipt by The Trust of the Deposit. A summary of the cover can be found on our website [www.outwardbound.org.uk](http://www.outwardbound.org.uk). It should be noted that the Insurance Cover no longer provides cover for any claims arising as a direct or indirect result of the Covid19 pandemic.
- 5.2 It is your responsibility to ensure that the Insurance Cover provided is suitable and adequate for all Participants’ needs. In the event that you or a Participant

decides that you/they require additional insurance cover, it is your/their responsibility to obtain such insurance and it shall be at your/their additional cost.

- 5.3 In the event of cancellation or change to any booking with The Trust you may have the right to claim under the Insurance Cover for the return of some or all of the Total Course Fee, but only where your claim does not arise as a direct or indirect result of the Covid19 pandemic. It is your responsibility to make any such enquiries and to submit any such claim.

## 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 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 Course 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 Course.

- 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 may be liable to pay the cancellation charges** outlined at clause 3.
- 7.3 You must inform The Trust if any Participant has a medical problem or disability before you confirm your booking as not all Participants may be able to participate in all Courses.
- 7.4 You must inform The Trust if any Participant or Staff is exhibiting Covid19 symptoms ahead of your Course or upon arrival at the Centre. The Trust reserves the right to ask Participants and Staff to make arrangements to leave the Centre where symptoms are present or develop during your Course.
- 7.5 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.
- 7.6 You must also inform us if any Participant or Staff has come into recent contact with another 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 3.2.
- 7.7 Those under 16 are not allowed to smoke. The normal disciplinary process set out in The Outward Bound Trust Code will apply to Participants who break this rule.
- 7.8 By signing 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 Operations Manager. An overview of The Trust's safety arrangements, risk assessments and staff qualifications can be found on our website [www.outwardbound.org.uk](http://www.outwardbound.org.uk).

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

8.1 In the event that:

8.1.1 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

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 Course or any other party involved in the Course, or any other Course being delivered at the centre at the same time; or

8.1.3 if during a pre-course briefing (if applicable) The Trust deems 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

8.1.4 a Participant is not between the ages of 9 and 24 years,

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

8.2 In the event of the Course being cancelled or a Participant being excluded from a Course pursuant to this clause 8, no compensation shall be payable by The Trust to you or the Participant and **you may 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](mailto: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](http://www.outwardbound.org.uk)

## **11. Complaints**

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

11.2 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

## 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 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 Total Course Fee.
- 12.5 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.

### **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 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.

### **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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