



ADVENTURE DAYS AT OUTWARD BOUND

TERMS AND CONDITIONS

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 Adventure Days 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 Adventure Day is £30 (the “Course Fee”)
- 2.2 Where the Course Fee is waived due to a Participant accessing a Free Place, a refundable deposit will be asked for (the “Deposit”)
- 2.3 If a Participant accessing a Free Place attends the Deposit will be refunded within 28 days.

3. CANCELLATION:

- 3.1 The Outward Bound Trust reserves the right to cancel the course up to, and inclusive of the start day of your booking. A complete refund of the fee will be given or an alternative course date will be offered.
- 3.2 If you wish to cancel your course you must inform us by e-mail. Cancellations are subject to the following charges:

Cancellation Timeline	Course Fee Payees	Deposit Payees
Over 15 days before start date	Full Refund less £5	Full Refund
7 – 15 days	50% refund	Full Refund
Less than 7 days	100% charge	100% charge

- 3.3 Should a Coronavirus Local Restriction (or similar) be introduced, and the young person(s) address as noted on the medical form is from one of these areas, you will not be able to attend. Outward Bound will cancel your place(s). A choice of a full refund, or future course to the same value will be provided.

4. INSURANCE / PERSONAL LOSS / INJURY

- 4.1 Course participants are encouraged to take out holiday and medical/accident insurance to cover injury or sickness during or prior to the course or check your current home insurance policies.
- 4.2 The Trust cannot accept responsibility for any personal loss or injury sustained by participants in the Courses. Cash, bank cards, electronic games, i-pods, cameras, valuable mobile phones or watches etc remain the owner's responsibility should they be brought on site. It is strongly suggested that valuable items are left at home or are covered by an insurance policy.

5. HEALTH AND SAFETY

- 5.1 An online medical enrolment 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 the time of application. Within the medical declaration, each Participant must confirm that they are in good general health to take part in the Adventure Day 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 Day.
- 5.2 Your Course(s) are not confirmed until the medical enrolment form has been received via the online form, has been screened (contact by Outward Bound staff maybe necessary), receipt of payment by credit/debit card online is made (including refundable deposits) and availability is checked
- 5.3 You must inform The Trust if any Participant has a medical problem or disability at the time of application as not all Participants may be able to participate.
- 5.4 Please note that we are unable to offer places to anyone requiring 1:1 support due to the limitations placed on us by the Coronavirus guidelines on distancing. Therefore, all participants must be or have been in mainstream Education only for these adventures. We apologise for any issues this may incur.
- 5.5 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.

- 5.6 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 may be liable for payment of the Cancellation Charge set out at clause 3.3.
- 5.7 As above it is vital that we are aware of all up to date medical information for all course participants. Parents/Guardians will also be asked to respond to a verbal Covid-19 questionnaire for each young person(s) they are dropping off at the start of the adventure day “course”. We reserve the right to not accept participants if they exhibit any Coronavirus symptoms. Please view the follow online information: [Covid Safe at Outward Bound](#) We ask all participants to bring a face covering and hand sanitizer with them.
- 5.8 Outward Bound operate a complete no-smoking/no-vaping policy and all visitors/participants are kindly requested to comply with this. There is no-smoking for participants whilst on these Courses. The normal disciplinary process set out in The Outward Bound Trust Code will apply to Participants who break this rule.
- 5.9 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 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
- 5.10 The safety and security of all participants is of utmost importance. The Trust are committed to safeguarding and promoting the welfare of young people. All our Health and Safety and Safeguarding policies are available upon request.
- 5.11 First aid cover is available on site and minor analgesics may be dispensed unless written objection is received in advance. When completing the medical enrolment form you are agreeing to treatment if required. Further treatment would be carried out at a local Medical Centre and in the case of an emergency any medical treatment deemed necessary, on the advice of a qualified medical practitioner, will be provided for your child/ward. We will always try to contact a Parent/Guardian before any treatment is administered.

6. EXCLUSION OF PARTICIPANT(S) FROM THE COURSE

6.1 In the event that:

6.1.1 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

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

- 6.2 In the event of a Participant being excluded from a Course pursuant to this clause 6, 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.

7. MARKETING AND PROMOTIONS

- 7.1 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.
- 7.2 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.
- 7.3 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.

8. DATA PROTECTION

- 8.1 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.
- 8.2 By providing personal data to The Trust you consent to it being processed, used and held by us in accordance with GDPR including recent legislation/guidance on sharing data for Covid-19 Track & Trace.
- 8.3 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.
- 8.4 For a copy of our Privacy Policy please see our website www.outwardbound.org.uk

9. COMPLAINTS

- 9.1 If you have a complaint during the Course please raise this matter with the Course Instructor or Operations Manager at your earliest opportunity.
- 9.2 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.

10. OUR LIABILITY

- 10.1 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.
- 10.2 This Clause 10 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:
- 10.2.1 any breach of the Contract however arising;
 - 10.2.2 any use made by the Participant of The Trust's services; and
 - 10.2.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 10.3 Nothing in the Contract limits or excludes the liability of The Trust:
- 10.3.1 for death or personal injury resulting from negligence; or
 - 10.3.2 for any damage or liability incurred by any Participant as a result of fraud or fraudulent misrepresentation by The Trust.
- 10.4 Save as provided in clause 10.3;
- 10.4.1 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
 - 10.4.2 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.
- 10.5 The Trust excludes liability for any sum which can be recovered through the personal insurance cover or policy under which the loss can be recovered.

11. YOUR LIABILITY

- 11.1 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.

12. NOTICES

- 12.1 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.

13. SEVERANCE

- 13.1 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.
- 13.2 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.

14. WAIVER

- 15.1 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.

16. Third party rights

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

17. Variation

- 17.1 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

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