

EARLY CAREERS – COURSES FOR INDIVIDUALS

THE SMALL PRINT..

Our mission is for as many Young People to join us to have amazing adventures, but we can't escape the fact that there is some small print needed to guide how we structure our work and share our expectations of this agreement via our Terms and Conditions.

Whilst all of the T&Cs are important, to guide you to those more common questions we have highlighted some for you. We strongly recommend you still read all the terms ahead of booking your Adventure with us.

THE RECOMMENDED READING

Cancellations You can of course cancel your booking at anytime, but there are some dates and conditions you should be aware of. Cancellation fees are based on the timing of cancellation. Due to the nature of our work, we only have a certain window of time to re-sell the space.

(See T&Cs 3. CANCELLATION OR AMENDMENT BY YOU)

Deadlines for Payment Your booking will not be confirmed unless we have received payment in full at the time of booking via the portal when selecting the course you wish to attend. We will send you a full VAT receipt as part of your booking confirmation. **(See T&Cs 2. FEES)**

Deadlines for the Participant Information Form (PIF) To make sure we can run each course safely and offer the best support, we ask each participant to complete an online form to share any medical or ongoing situations we need to be aware of. It is an essential part of the pre-course preparation and we need this information at least 6 weeks ahead of the course start date to make sure we can work anything through with the participant to ensure all needs are in place as required. If we don't receive this in time there could be a risk of cancellation of the place. If the participant is under 18, we need this information completed by the parent/guardian. **(See T&Cs 7. HEALTH AND SAFETY)**

Insurance Please ensure you have adequate cover in place and that it covers travel, cancellation, baggage etc and anything else you may require, just like you would if going on holiday. The Outward Bound Trust only cover you for Personal Accident whilst on the course. **(See T&Cs 5. INSURANCE)**

In the event the participant is under 18 An adult employee needs to accompany the participant(s). As an employer you have an additional responsibility to act in 'loco parentis' for employees under 18 years of age. If more than one participant is attending you can have one visiting member of staff per multiple participants. This place comes at no extra cost. **(See T&Cs 2. FEES)**

In the event a participant needs to leave the adventure We understand that there might be unforeseen circumstances that mean a Participant needs to leave a course, these might be linked to medical reasons, personal choice as well as in the event a participant is asked to leave. We will work with you as the employer as well as the parent/guardian to ensure appropriate plans are in place, taking into consideration their age as well. Regardless, the participant will not be able to remain at centre until the Course end date and arrangements must be in place within 24 hrs **(See T&Cs 8. EXCLUSION OF PARTICIPANT(S) FROM THE COURSE)**



BOOKING TERMS AND CONDITIONS FOR EARLY CAREERS COURSES FOR INDIVIDUALS

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**

- 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 (the “**Course Fee**”).
- 2.2 You will be asked at the time of booking to pay the Course Fee in full, inclusive of VAT. which is charged at the current rate.
- 2.3 The total payable course fee is the Course Fee, plus any additional course charges, (“**Total Course Fee**”).

- 2.4 Subject to clause 2.5 the Total Course Fee must be paid 8 weeks before the Start Date of the Course, if the booking is made more than 8 weeks prior to the Start Date (the “**Start Date**”).
- 2.5 Notwithstanding clause 2.4 if the booking is made less than 8 weeks prior to the Start Date, the Total Course Fee must be paid immediately.
- 2.6 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.
- 2.7 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 course. Where you are unable to do so, The Trust will ensure suitable staffing are present and an additional cost will be payable by you.
- 2.8 To assist with clause 2.7, The Trust offer one free accompanying staff place per Organisation.

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 (Inclusive of VAT)
From date of booking until 57 days prior to the Start Date	Loss of £150
56 – 29 days prior to the Start Date	50% of Total Course Fee
28 – 15 days prior to the Start Date	75% of Total Course Fee
Fewer than 14 days prior to the Start Date	100% of Total Course Fee

- 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 payments required shall be invoiced by us and shall be due and payable as directed by us.
- 3.4 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 six weeks prior to the Start Date. Such transfers must be accompanied by all relevant information, for example a completed Participant Information Form, for each new Participant.
- 3.5 The Cancellation Charges are based on the Total Course Fee, see 2.3. All Cancellations will be calculated from the date of cancellation and the number of days prior to the course start date, as per 3.
- 3.6 If a Participant fails to attend at the given Start Date and time with no prior communication we will issue you cancellation fees, as per section 3.

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. We will work with you to mitigate the effects of any such amendments wherever possible.
- 4.1.1 The Course needs a minimum of five participants to run, if less than five participants have booked, 6 weeks before the course start date, we will offer you an alternative date or full refund.
- 4.1.2 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.
- 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 total course fee 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 4.4, in the event of a cancellation of the Course by The Trust, we will refund any course fees paid to us by you.
- 4.6 The Trust will endeavour to give you notice of any cancellations due to insufficient Participant numbers on the Course or other changes to your booking at least 6 weeks prior to the Start Date.
- 4.7 Participants acknowledge and accept that Courses or Groups may be made up of Participants of mixed age, ability and sex, at varying ratios.

- 4.8 In the event that post review of the Participant Information Form (PIF) the Trust reserves the right to cancel a participants place on a course, due to the Trust being unable to support the individual based on information declared. A full refund will be issued of any monies paid in these circumstances.

5. INSURANCE

- 5.1 The course fee includes public, product and third party liability insurance cover.
- 5.2 The course 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. 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.

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 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).
- 7.1.1 We reserve the right to decline or cancel a Participant's place ahead of the course start date, if the Trust considers that we are unable to support the health or safety of the Participant or other Participants on the Course.
- 7.1.2 A course place is not confirmed until screening completed (see 4.8) The participant will not be confirmed on the course until their Participant Information Form has been screened by the Trust.
- 7.2 If the Participant Information 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 be liable to pay the cancellation charges** set out in clause 3.

- 7.3 You must inform The Trust if any Participant has a medical problem, disability or life threatening allergy as not all Participants may be able to participate in all Courses.
- 7.4 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.
- 7.5 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 may be liable for payment of the Cancellation Charge** set out at clause 3.
- 7.6 The Trust operates in line with all UK laws. Smoking including the consumption of electronic cigarettes (vaping), or any use of any other prohibited substances as described in the Outward Bound Trust code will not be tolerated on any of The Trust's premises except within the designated smoking areas. The normal disciplinary process set out in 'The Outward Bound Way' document will apply to Participants who break this rule. We will not tolerate abuse of this rule and immediate sanctions will be applied.
- 7.7 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 Head of Centre. An overview of The Trust's safety arrangements and staff qualifications can be found on our website www.outwardbound.org.uk.

8. EXCLUSION OF PARTICIPANT(S) FROM THE COURSE

- 8.1 The Trust reserves the right to cancel the course or remove a Participant from the course 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 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.

- 8.2 In the event of 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 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.

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

8.3.1 Under 18 years old: It is the your / 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);.

8.3.2 18 years old and over: It is the participant and your / 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.

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 online 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.

10.2 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.

10.3 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. 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 Policy please see our website 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 Head of Centre at your earliest opportunity.

11.2 If you are unable to raise any issues or complaints during the Course please contact our Customer Experience 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 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.

14. NOTICES

14.1 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.

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 SCHEDULE 1 – SHARED PERSONAL DATA

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 course. To notify The Trust of expected attendees	To allocate accommodation and working groups, and to design and operate the course(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

THE OUTWARD BOUND TRUST

HEAD OFFICE

Hackthorpe Hall, Hackthorpe, Penrith, Cumbria CA10 2HX
T: 01931 740000 | E: enquiries@outwardbound.org.uk

LONDON

4th Floor, 207 Waterloo Road, London SE1 8XD
T: 0203 301 6481 | E: fundraising@outwardbound.org.uk

GLASGOW

Robertson House, 152 Bath Street, Glasgow G2 4TB
T: 0141 413 0244 | E: enquiriesscotland@outwardbound.org.uk

CENTRES

Aberdyfi, Eryri (Snowdonia), Wales
Ogwen Cottage, Eryri (Snowdonia), Wales
Eskdale, The Lake District, England
Howtown, The Lake District, England
Ullswater, The Lake District, England
Loch Eil, The Highlands, Scotland



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