

THE OUTDOORS PEOPLE

SCHOOL CAMP TERMS & CONDITIONS

“The Outdoors People” is The Outdoors People Ltd, Colonial House, Suite B, Swinemoor Lane, Beverley, HU17 0LS, UK (Company Number 10620182), it's employees, directors and agents.

“The Customer” is the school, institution or other recognised body that has contracted the services of The Outdoors People.

1. BOOKING CONFIRMATION

- 1.1. The Customer acknowledges that payment of the deposit constitutes a binding Contract which will immediately come into force between the Customer and The Outdoors People.
- 1.2. The Outdoors People acknowledge that acceptance of a deposit payment constitutes a binding contract which will immediately come into force between the Customer and The Outdoors People.
- 1.3. The Customer acknowledges that it shall be their responsibility to obtain the express authority of each Group Member or their respective parent or guardian for their attendance at the Camp.
- 1.4. In the event that The Outdoors People agrees to accept a provisional booking, the provisional booking will be held at the discretion of The Outdoors People.

2. SITE SECURITY AND SAFEGUARDING

- 2.1. The Customer is responsible for ensuring that they have completed a Safeguarding Risk Assessment for all children and vulnerable adults using the school grounds for activities and camping.
- 2.2. The Outdoors People can provide trained Night Watch staff to support The Customer in overnight site security and safeguarding if requested.
- 2.3. The Outdoors People maintain and make publicly available up-to-date Safeguarding Risk Assessments and policies for all activities and camping.
- 2.4. The Outdoors People maintain and make available to clients up-to-date DBS inspection records for all their staff (including DBS Update Service information where available).

3. CHANGES TO YOUR BOOKING

- 3.1. Should the Customer wish to make any alteration to the Booking then The Outdoors People is to be promptly notified in writing. The Outdoors People may accept such alteration (subject to any increase in the Booking Price, Administration Charges and changes to the Payment Schedule to reflect the alteration) at its sole discretion.
- 3.2. All camp and activity programmes are subject to alteration due to weather and/or operational factors and without an alteration to the Booking Price.
- 3.3. While every effort is made to keep the camp outdoors, in extreme weather conditions The Outdoors People may request access to indoor areas suitable for activities.

4. CHANGES TO GROUP SIZE

- 4.1. The Outdoors People allow for “reasonable” reductions in group size. This ultimately has to be decided on a case by case basis but is never more than 20% of the total booking.
- 4.2. If a reduction in numbers **is** “reasonable”, The Outdoors People will offer a complete refund or credit.
- 4.3. If a reduction in numbers **is not** “reasonable' as outlined above, the difference will be treated as a “Cancellation by the Customer” as detailed in section 5.

5. CANCELLATION BY THE CUSTOMER

- 5.1. The Customer shall be entitled to cancel the Booking in total or for any of the Group Member(s) subject to the Customer providing The Outdoors People with written notice and payment of the Cancellation Charges as outlined below:

Cancellation Charges	
30 days or less to first day of Booking	31 days or more to first day of Booking
No refund available	Refund minus the value of the 20% deposit

- 5.2. If the customer is required to cancel their Booking due to exceptional circumstances, The Outdoors People may choose to provide a partial or complete refund or credit at their sole discretion.

6. CANCELLATION BY THE OUTDOORS PEOPLE

- 6.1. The Outdoors People agree that if we are unable to fulfil your agreed Booking due to circumstances within our reasonable control we will provide a full refund of any deposits and fees already paid by the Customer.
- 6.2. The Outdoors People are entitled to cancel the Contract without any liability in the event the Booking Price is not paid in accordance with the Payment Schedule. In this event The Outdoors People are entitled to levy Cancellation Charges calculated from the date notice of cancellation is served to the Customer.
- 6.3. The Outdoors People shall not be liable for any delay or cancellation to your Booking due to any cause beyond The Outdoors People's reasonable control including but not limited to labour disputes, act of God, war, riot, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, outbreak of disease, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials.

7. BOOKING PRICE AND PAYMENT SCHEDULE

- 7.1. Booking Prices are subject to payment in advance as detailed below:

Payment	Timescale
20% Deposit	Within 2-weeks of receiving deposit invoice
Final payment	Minimum 30 days prior to first day of the Booking

- 7.2. Unless otherwise provided in these Conditions or agreed in writing by The Outdoors People, any Deposits are non-refundable.

- 7.3. Any increase in the cost to The Outdoors People which is caused by action or inaction of the Customer may cause an increase in costs to the Customer and shall not entitle the Customer to cancel the Contract other than as provided in relevant clauses of these conditions.
- 7.4. Late payments are payments which are received more than 30 days after the invoice due date/after the first day of the Booking and are subject to statutory interest rates (8% plus the Bank of England base rate) and reasonable administrative charges.
- 7.5. The Outdoors People would normally allow all teachers/adults to attend without charge.

8. CUSTOMER'S OBLIGATIONS

- 8.1. The Outdoors People operates under an assumption that we can accommodate all special requirements that a Group Member may have but participation in **unmodified** activities may require that Group Members be in good health and have a reasonable basic level of fitness.
- 8.2. The Customer must advise The Outdoors People at the time of making any Booking or as soon as the Customer becomes aware of any special needs or care requirements required for any or all Group Member and the Customer acknowledges that The Outdoors People does not provide routine or special assistance to Group Members in respect of any such special needs or care requirements.
- 8.3. The Customer accepts responsibility for the general conduct of the Group Members and school staff/volunteers throughout the Booking. The Customer and the Group Leader shall ensure that:
- 8.3.1. Teachers and/or other adults accompanying the group agree to act 'in loco parentis' at all times.
- 8.3.2. The schools safeguarding policies are followed by all adults on site.
- 8.3.3. All reasonable steps to prevent damage or loss to the property of The Outdoors People, items leased by The Outdoors People, or personal property of The Outdoors People's staff are taken.
- 8.3.4. Suitable arrangements are made for the exclusion of any Group Member or adult who fails to comply with the terms and conditions or the reasonable instructions and requests of The Outdoors People.
- 8.3.5. The Outdoors People is reimbursed in full on or before the final day of the Booking in respect of all loss or damage caused or contributed to by any Group Member not including wear and tear.
- 8.3.6. all appropriate measures are taken for the protection and security of any valuables baggage or other personal possessions responsibility for which shall remain with the Customer and the Group Members.
- 8.4. The operation of the Camp is subject to statutory controls including those relating to fire, licensing, entertainment and safety of equipment and the

Customer and the Group Leader shall ensure that all Group Members, visitors or guests strictly observe all such requirements.

9. LIABILITY

- 9.1. Any liability of The Outdoors People (except in respect of death or personal injury caused by The Outdoors People's negligence or that of its employees or agents which is not limited or excluded by these Conditions) for any delay in performing or any failure to perform any of The Outdoors People's obligations in relation to the Booking shall be limited to the excess (if any) of the cost to the Customer in the cheapest available market of similar services to replace those not performed over the Booking Price.
- 9.2. In these Conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by Law.
- 9.3. The Customer is responsible for ensuring that they have an appropriate HSE and Safeguarding Risk Assessment that examines physical risks to adults, children and The Outdoors People staff using their grounds and facilities, including those provided or maintained by third parties, for activities and camping.
- 9.4. The Outdoors People maintain and make publicly available up-to-date HSE and Safeguarding Risk Assessments and policies for all activities and camping.
- 9.5. The Customer is responsible for any loss, damages, costs, liability or injury to The Outdoors People, its employees, guests, visitors, or agents brought about by circumstances under the reasonable control of The Customer.
- 9.6. In the event that a clause of this document is held by the courts to be invalid, illegal, or unenforceable for any reason, then the remainder of this document shall be enforced as if that clause was never included.

10. INSURANCE

- 10.1. The Outdoors People has Public & Product liability insurance with indemnity to the value of £5,000,000.
- 10.2. Personal Party Member Insurance cover is not included in the Booking Price.

11. SPECIAL REQUESTS

- 11.1. All special requests should be made at the earliest opportunity, normally at the initial enquiry stage, and in writing. The Outdoors People will always try to meet all reasonable requirements wherever possible but failure to do so is not a breach of contract.

12. GENERAL

- 12.1. The Outdoors People may perform any of its obligations or exercise any of its rights by itself or through its employee's agents or sub-contractors.
- 12.2. The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.

Thank you! - The Outdoors People