

Duke of Edinburgh Award - Expedition Programme Terms and Conditions

Definitions

- The company means Adventurous Horizons Ltd.
- The customer means any person, firm, company, or other legal entity which places an order or buys any products or services from the company and includes the employees servants, agents, or sub-contractors of any such person, firm company, or other legal entity.
- Service means any course, accommodation or facility offered by the company.
- Contract means a contract between the company and the customer for the provision of products or services.
- Statutory Interest means statutory interest for the late payment of commercial debts (Interest Act 1998).
- Terms and Conditions means these terms & conditions of provision.

Applicable Law

This contract will be governed by the laws of England and any dispute will be dealt with under the jurisdiction of the courts of England and Wales and you agree to the exclusive jurisdiction of the English Courts.

If any of these Conditions is found by any Court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.

The headings in these Conditions are for convenience only and shall not affect their interpretation. Where the context otherwise requires, words importing the singular meaning shall include the plural meaning and vice versa and words denoting the masculine gender shall include the feminine and neuter genders.

Where the context so admits, words denoting persons shall include natural persons, companies, charities, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner.

A person who is not a party to the contract or these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract or these Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

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The Contract

Your contract is with Adventurous Horizons Ltd a company registered in England and Wales (Company Number 10261314) whose registered office is 6 Gower Road, Stockport, SK4 2QY. This is an important document and will create legally binding obligations on you. If you do not understand anything set out in it, you should take legal advice before entering into a contract with us.

This document sets out what you can expect from Adventurous Horizons Ltd and what your obligations are. By booking a programme of training and/or expeditions [Programme] with Adventurous Horizons you, and any DofE Participants (and where they are under the age of 18 years their parents or guardians) [Participants] on whose behalf you have booked, are entering into a contract. You warrant and guarantee that you have the authority to accept and do accept these Conditions which shall apply to your booking to the exclusion of all other terms and conditions.

These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the customer or implied by custom or practice. Other terms and conditions are expressly rejected by the company.

Booking Conditions

- The contract shall be formed when the company acknowledges acceptance of the customers booking form and required payment.
- Participation in adventurous activities entails some risk of injury. All staff employed by the company are trained and appropriately qualified to run activity sessions and will at all times proceed in a manor to limit the risk of injury. However, customers need to accept that accidents and injuries can happen.
- Any Participants under the age of 18 years must have the explicit permission of his/her parent or guardian before being able to take part in the programme. The parent or guardian need to be aware and accept the risks involved in adventure activities and satisfy themselves accordingly. Refer to note on 'Informed consent'.
- The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused.
- All bookings are on the basis that the customer and participants will, at all times, observe the safety regulations set by the company.
- The contract is subject to availability of a course place/date and the acceptance by the customer of these terms and conditions.
- Neither the company website or literature constitutes an offer, and the company may correct any errors or omissions to its published prices at any time prior to the confirmation of the contract in accordance with this condition.
- All information is produced in good faith that it is accurate at the time of going to press.
- Any current price list replaces all previous price lists.

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Confirmation

Once details of your booking have been agreed we will send you a document (Booking Confirmation) that will contain details of the price (Programme Fee), dates and locations for the Programme.

Please check the contents of the Booking Confirmation carefully, in the event of any discrepancy you must contact us immediately so that we can make the necessary changes to your Programme. Delay in notifying us of any discrepancies may result in you incurring additional costs and charges.

Informed Consent - Understanding the Nature of the Programme

Participants and their Parents/Guardians must give their informed consent to participation in the Programme. There is ample information regarding The Duke of Edinburgh Award Scheme on their website <http://www.dofe.org/>.

Adventurous Horizons Ltd also provides Participant information Booklets and Consent / participation Forms. These can be disseminated via school website. The school/centre will circulate a link to an online form to be completed by parents, this form will collect participant details (address, emergency contact details, medical details, parental consent). By signing these consent forms the Participant's Parent or Guardian is confirming that they have read the Booklet provided, are aware of their commitment and responsibilities, and are giving their consent for their child to become a Participant on the programme. For that reason, it is extremely important for the school and Adventurous Horizons, that it is the parent/guardian that completes this form, and not the participant completing it for their parent.

By including a Participant in the information passed to Adventurous Horizons, you confirm that each Participant and parent understands the likely physical demands and risks of The Programme, that the expeditions will take place on rough terrain, in changeable weather conditions and will require extended physical effort; and due to the nature of the Duke of Edinburgh's Award expeditions (which are required to be unaccompanied, self-reliant and completed by the Participants using their physical efforts with minimal external intervention) Participants must take responsibility for their own health and safety and will not be directly supervised for parts of the programme.

Completing the Expedition Section of DofE

To complete the Duke of Edinburgh's Award expedition section, Participants need to complete a programme of training and sufficient practice expeditions followed by an assessed qualifying expedition.

We will ensure that each Participant is given the best opportunity to complete the expedition section. Participants are required to demonstrate the expedition skills that they have learned before we can sign off their training and practice expeditions. Where skills have not been demonstrated to the appropriate standard further training and practice will be necessary before we can allow Participants

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to take part in the qualifying expedition. We will recommend an appropriate programme for the participants and advise you of the additional costs.

We accept no responsibility for any additional costs incurred as a result of Participants not successfully completing training, practice, or qualifying expeditions.

If Participants have completed the appropriate training and/or practice expeditions elsewhere, you must supply written proof of this at the time of making your booking. Participants will not be able to take part unless we receive written proof before the programme start date. We reserve the right to exclude any Participant from the Programme, at any time, if we believe their expedition skills are not sufficient to allow them to safely participate.

Communication

Before during and after the programme you are responsible for passing on any communications from us to the Participants and vice versa.

Your Premises

Where all or any part of the Programme takes place on your premises or premises nominated by you other than our own, you shall fully indemnify us against all costs, claims, damages, losses, and liabilities arising from injury or death caused to any persons or damage to property during the Programme unless such death, injury or damage can be proved to have been caused solely by our negligence.

Responsible Adult

For each part of the Programme, you are required to nominate at least one responsible adult who is available to attend the Programme venue to provide assistance with issues including but not limited to pastoral care, kit, behavioural issues, and medical issues. The Responsible Adult is not expected or required to have any outdoor qualifications or technical expertise. For expeditions, we would recommend that the responsible adult bases themselves in the expedition area so they are on-hand should their assistance be required. They will need to be on-call at night in case of sickness or behaviour issues.

Health

Participants must be sufficiently physically fit and medically healthy to participate safely in the Programme and must be willing and able to be involved in all aspects of the training and expeditions.

If any Participant has any medical problem or disability, you must tell us before you confirm your booking so that we can advise as to the suitability of the chosen Programme.

Before the Programme begins a consent form including a medical declaration [Consent Form] will be sent to you. A copy of the Consent Form must be completed and signed by each Participant and

ADVENTUROUS HORIZONS



returned to us at least 28 days before the first day of training or expedition we deliver for you [Programme Start Date]. It is your responsibility to ensure that we are notified via the Consent Form

of any medical problems, disabilities and any other issue which may affect the Participants ability to participate.

If any medical problems or disabilities are suffered or arise after the Consent Form is submitted, you must notify us immediately.

If a Participant answers 'yes' to any of the questions on the Consent Form, we may require the Participant to obtain confirmation from a medical professional that he/she is fit to take part in the programme.

If any medical problem or injury occurs during the training or expeditions, you or the Participant must notify us immediately. You or the Participant should speak to an instructor, the expedition coordinator or call our office on 07980 306869 and someone will be able to assist you. We will assess the problem and provide the appropriate medical care. If we are not notified immediately, we cannot be held liable for any subsequent complication or deterioration in the Participants health.

We reserve the right to decline or cancel a booking or part of a booking, or exclude a Participant at any time without refund or compensation, if we reasonably believe that any Participant is not sufficiently fit to take part in the programme or if a Participant has any medical problem or disability that is likely to prejudice the Participant's health and safety or the health and safety of anyone else participating in the programme.

Safety

Outdoor adventurous activities take place in varied natural environments where there are natural hazards and risks to manage. Every effort will be made by the Venture Out Expedition staff to provide realistic training in a safe manner. Participants participating in programmes are expected to comply with all safety guidance and instructions given by Adventurous Horizons and its staff.

Personal Equipment and Food

Participants must have appropriate food and personal equipment including clothing and footwear as detailed in our Expedition Preparation Guide. We reserve the right to exclude any Participant from the Programme if in our opinion they are not suitably equipped to safely take part in the Programme.

Property belonging to the Participants is at all times the responsibility of the Participant unless any loss or damage is due to any negligence by the company or its representatives.

Behaviour

We reserve the right to exclude any Participant from the Programme, if in our opinion the Participant's behaviour is likely to prejudice the safety and wellbeing of any member of the Programme or the

ADVENTUROUS HORIZONS



Programmes satisfactory progress. Reasons for exclusion may include but are not limited to failure to comply with our instructions, failure to fully participate in Programme activities and disruptive or threatening behaviour.

Exclusion

In the event of a Participant being excluded from a Programme no refunds will be given and we will not be responsible for any associated costs or losses which may arise including transport for the excluded Participant.

Damage

We reserve the right to charge you for any damage to, or loss of, property or equipment caused wilfully, recklessly or by the negligent behaviour of Participants.

Force Majeure

The company shall have no liability whatsoever in respect of any delay or failure in delivery of any of the courses or of any of the company's other obligations due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

Insurance

We are fully insured to carry out all the activities described in our Booking Confirmation. Further details of our insurance policy are available on request. DofE also provides limited personal accident cover for Participants <https://www.dofe.org/run/insurance/>.

We strongly recommend that you or the Participants obtain personal insurance to cover the event of cancellation due to a Participant's illness and to cover personal kit during the programme.

Your Programme Fees

To confirm your booking, we require a non-refundable deposit [Deposit] per group as detailed in the booking confirmation.

The balance of the Programme Fee [Balance] is due 28 days before the Programme Start Date. If you are booking within 28 days of the Programme Start Date, then full Programme Fee is due at the time of making the booking.

If you don't pay the Balance in time, we reserve the right to treat your booking as having been cancelled by you and the conditions and charges below will apply.

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We can accept payment by cheque made payable to Adventurous Horizons Ltd (post to address above) or by bank transfer to the following account: Adventurous Horizons Ltd, Sort code: 60-83-71, A/c: 92087462. Please add your organisation name and invoice number to payment details.

In the case of late payment, we reserve the right under late payment legislation to charge you interest at the statutory rate on any overdue sums and to charge you for debt recovery costs.

If you change or cancel your booking

Please contact us as soon as possible if you need to amend your booking. We start to incur costs from the moment you make your booking (e.g. campsite deposits, administration time). All requests for changes to your booking must be made in writing.

Once dates are agreed with the customer, these should not be changed. Requests to change the dates of an event are at the discretion of the company. An administration charge may be payable to help cover the costs of cancelling staff at short notice. Staffing of events is normally undertaken 10-14 months in advance and finding staff to work on an event in closer time period that that is difficult to impossible, and so date changes are usually impossible.

If, after our Booking Confirmation has been issued, you wish to change your booking, we will do our utmost to make these changes, but it may not always be possible. You may be asked to pay an amendment fee to cover any additional costs we incur in making this alteration. If we are able to make the requested alteration a new Booking Confirmation will be sent to you.

Before the Programme Start Date (normally the Planning Day), you may transfer a Participant's place on the Programme to another suitable Participant provided (we suggest you have a 'waiting list') we should be given at least 1 weeks' notice of such change and we receive a signed Consent Form for the new Participant.

You may cancel a Participants place or the entire Programme at any time, but it may still require full or part payment for the programme. Since we incur costs in cancelling groups on a Programme, you will have to pay the applicable cancellation charges shown below and you will remain liable for any losses arising from your breach of the conditions of the contract.

We do not refund for individual participants who have to drop out of a programme after it has started regardless of the reason given by them or the school. This mainly because, although we price the programmes per participant to make costing easier for the customer, our company incurs costs per team and per event. The Participant consent form that we provide and the Parent Handbook, informs parents that their contract is with the school/centre and that they should take out trip insurance / payment protection for their payment as the school/centre may not reimburse them if their child drops out even if due to illness or injury.

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Cancellation Charges:

- Cancellation more than 6 weeks before the Programme Start Date (Planning Day) – Deposit is forfeit.
- Cancellation 6 weeks or less before the Programme Start Date - Deposit and 100% of total Programme Fee payable.

Without prejudice to the above, Adventurous Horizons may in its sole and absolute discretion refund part of the Programme Fee.

Note: If the reason for your cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges, but it is your sole responsibility to do so, and we accept no liability for any acts or omissions of the insurance company.

If we change or cancel your booking

It is unlikely that we will have to make any changes to your Programme after you have booked, however we plan the Programme many months in advance and in the interests of the safety and enjoyment of Participants this may be necessary. We reserve the right to make changes to the Programme any time. Most of these changes will be minor and we will advise you of them at the earliest possible date.

We also reserve the right to cancel your Programme or any part of it, for any reason. If we are unable to provide the Programme or any part of it, you can either have a refund in full for any parts of the

Programme that we have not already delivered or accept an offer of an alternative programme if available.

If we change or cancel the programme, we will not be liable for any indirect or consequential loss costs or expenses suffered by you or any Participant.

If you have a problem or a complaint

If you or any of the Participants has a problem during the programme, please inform us immediately and we will endeavour to assist or put things right. You or the Participant should speak to an instructor, the expedition coordinator or call our office on 07980 306869 and someone will be able to assist you. Or email kevin@adventurous-horizons.co.uk.

If your complaint is not resolved then please follow up within 14 days with a letter to the address above, giving us the facts and as much evidence as you can. This will enable us to investigate and respond to your concerns fully.

If you fail to follow this simple procedure you will not have given us the opportunity to assist you and rectify your complaint during the Programme and to fully investigate your complaint after the

ADVENTUROUS HORIZONS



programme and this may affect your rights as you will have failed to have mitigated (minimised) your losses and may be unable to recover compensation for this element subsequently.

Our Liability to You

The company limits its liability to the maximum extent permitted by law as follows.

Our obligations whilst providing any service or facility included in your Programme are to take reasonable skill and care to provide or arrange for the provision of such services and facilities.

If the Contract, we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected part of, or the entire Programme. However, we will not be liable where any failure in the performance of the Contract is due to:

- you or any participant;
- any acts of third party suppliers;
- a third party unconnected with the provision of the Programme, where the failure is unforeseeable or unavoidable.
- unusual and/or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which we or our suppliers, even with all due care, could not foresee or forestall.
- As a consequence of any defect in any product caused by abnormal conditions of storage, treatment or handling or any negligence or wrongful act on the part of the customer or its employees or agents
- For any claim arising on an invoice issued more than 3 months before the date upon which such claim is received by the company.
- Any failure by the company to perform any part of its obligations in these terms and conditions caused by circumstances beyond its reasonable control.

Our liability except in cases involving death or personal injury arising from our negligence, shall be limited to a maximum of twice the price paid for any individual Participant to undertake the Programme.

Data Protection

We shall ensure that appropriate security measures are in place to protect each Participant's personal data (as defined in the Data Protection Act 1998). When you make a booking, you consent to all the information you provide being used by those acting on behalf of Venture Out Expeditions Ltd and The Duke of Edinburgh's Award for the purpose of administering and delivering the programme and confirm to us that each Participant has given their express consent to the same.

The personal information requested by the company at the time of booking plus any subsequent information is held in its original form and on computer. The information is required to assist the company, employees, agents, and sub-contractors to deliver the course and in maintaining the company's high standards of delivery. By providing us with the information to process your booking

ADVENTUROUS HORIZONS



you are agreeing that the information can be kept and accessed by authorised company personnel. Contact details will be used to advise you of future offers either by post or email. If you do not want to receive future mailings, please advise us.

Photographs and Video

By agreeing to these terms and conditions you consent to Adventurous Horizons Ltd staff taking videos or photographs of Participants to be used with discretion for publicity and training purposes including but not limited to printed publications and on the internet.

In the unlikely case a Participant appears on a publication then you can notify us at any time they do not want photos or videos of them being processed or stored. We will do our utmost to avoid a problem, but it must be accepted that when dealing with large numbers of Participants, most of whom will consent, there may be occasions where a photo is taken that includes a Participant that did not give consent for a photo.

There is an expectation that they exclude themselves from photos and notify a photographer that the image will need to be deleted. Likewise, we have no control over the photo's groups take of themselves.

Intellectual Property

You agree and acknowledge that all intellectual property rights and know how contained in and relevant to the Programme, including materials, trademarks of Adventurous Horizons Ltd and advertising materials and text are, and shall remain, the property of Adventurous Horizons. You will use such intellectual property rights only in accordance with the instructions and prior permissions of Adventurous Horizons Ltd.

Copyright and all other intellectual property rights in the products and services shown in the company's price lists, websites and other literature shall remain at all times the property of the company. The customer shall acquire no rights in the products and services except as expressly provided for in these terms and conditions.