

Terms & Conditions – Duke of Edinburgh Award and Other Expedition Leadership for Participating Individuals

These terms and conditions shall apply to all Participating individuals who instruct Hampshire Outdoors to lead an Expedition including those for the Duke of Edinburgh's Award.

1. Definitions

1.1. All words and expressions in this contract shall have the following meanings.

1.1.1. **Adventure Activities Licencing Authority (AALA)**: means the government department that ensures activity providers follow good safety management practices.

1.1.2. **Development Manager**: Senior Member of Hampshire Outdoors team who has responsibility for ensuring risk assessments are appropriate and fit for purpose.

1.1.3. **DofE**: means the Duke of Edinburgh's Award.

1.1.4. **eDofE**: means the Duke of Edinburgh's Award online interactive system, from where Participating Individuals can access their digital account.

1.1.5. **Expedition**: means an Expedition that is run and organised directly by Hampshire Outdoors including any activities undertaken during that Expedition

1.1.6. **Expedition Supervisor**: means a qualified, experienced member of the Hampshire Outdoors training team who is responsible for an Expedition team.

1.1.7. **Hampshire Outdoors**: means a department in Hampshire County Council, who has overarching responsibility for arranging, co-ordinating and administering the Duke of Edinburgh's Award Expeditions. Hampshire Outdoors can be contacted via email – dofe@hants.gov.uk or phone 01962 846193

1.1.8. **Lead Expedition Supervisor(s)**: means a qualified, experienced and trained instructor who is responsible for co-ordinating and leading each day's Expedition.

1.1.9. **Participating Individual**: means an individual, who has enrolled on an Expedition

1.1.10. **Trainee Expedition Supervisor**: is a Hampshire Outdoors registered member of staff that is undergoing training to become a fully qualified Expedition Supervisor.

2. Your Agreement

2.1. By enrolling for an activity with Hampshire Outdoors, The Participating Individual agrees to comply fully with these general terms and conditions.

2.2. The Participating Individual is advised to seek clarification from Hampshire Outdoors if there is anything in these terms and conditions that the Participating Individual does not fully understand. The Participating Individual must ensure they are aware of any obligations prior to booking.

2.3. The Participating Individual shall make full payment at the time of the booking of the Expedition.

2.4. Once the booking has been confirmed and the 14-day grace period has passed, the following cancellation policy applies;

- 2.4.1. Cancellation before 12 weeks of the start date of the Expedition: Hampshire Outdoors will reimburse the Participating Individual 90%.
 - 2.4.2. Cancellation between 12 and 6 weeks of the start date of the Expedition: Hampshire Outdoors will reimburse the Participating Individual 50%.
 - 2.4.3. Cancellations made within 6 weeks of the start of the Expedition: Participating Individuals are liable for the full fee, no refund will be available.
 - 2.4.4. Hampshire Outdoors need to make preparations well in advance of any training/route planning days and Expeditions and the Participating Individual acknowledges that the charging schedule detailed above is reasonable to cover the costs incurred by Hampshire Outdoors. Participating Individuals may wish to consider taking out their own insurance to cover against losses incurred through cancellation.
- 2.5. If the minimum number of Participating Individuals for an Expedition is not met prior to the start date of the Expedition, the booking shall be cancelled, and a refund of the full payment shall be given. Hampshire Outdoors will endeavour to provide four weeks' notice.

3. Liability

- 3.1. Hampshire Outdoors' Expedition programmes involve Participating Individuals being unaccompanied for the majority of the time during the Expeditions. During these times supervision of the Participating Individuals is done remotely. This means that Participating Individuals will not always be with an adult. Hampshire Outdoors will not be responsible for any acts or omissions of a Participating Individual during these times that results in complaints or a criminal act being committed.
- 3.2. Nothing in this Agreement will exclude or limit the liability of either party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- 3.3. Hampshire Outdoors shall, in no circumstances, be liable for loss or damage to any personal belongings belonging to the Participating Individual or any third party.
- 3.4. The Participating Individual shall be liable to Hampshire Outdoors for loss or damage, including wilful, negligent or accidental, caused to any of Hampshire Outdoors' equipment supplied throughout the course of the Expedition.

4. Risk & Safety

- 4.1. Hampshire Outdoors shall ensure that all Expeditions have been carefully assessed to minimise the risk of accidents.
- 4.2. Hampshire Outdoors shall ensure all Expedition Supervisors are qualified and fully trained and are confident working within the venue and terrain where the Expedition is to take place. The ratio of Expedition Supervisors to Participating Individuals is carefully tailored to each Expedition, and where relevant, the guidelines set out by Adventure Activities Licensing Authority are followed.
- 4.3. The Participating Individual must ensure that they have completed a medical consent form, supplied by Hampshire Outdoors prior to the start date of the Expedition. This must be signed by the Participant and their parent or guardian if they are under 18. The Participating Individual must ensure there is a person with relevant emergency contact responsibility available in an emergency, if participant is under 18 this must be a parent or guardian.
- 4.4. Hampshire Outdoors reserves the right to decline any Participating Individual they feel is not sufficiently fit or physically able to take part in the Expedition. The decision of Hampshire Outdoors is final.
- 4.5. The Participating Individual agrees to abide by the decisions of the Expedition Supervisors which shall be final and binding. Hampshire Outdoors reserves the right to refuse any Participating Individual continued participation in an Expedition if they are found to:
 - 4.5.1. Be under the influence of alcohol or drugs; or

- 4.5.2. Repeatedly refuse to follow an Expedition Supervisors' instructions or behave in an irresponsible manner that is likely to endanger themselves or other Participating Individuals; or
 - 4.5.3. Be abusive, aggressive or violent towards other Participating Individuals, Expedition Supervisors or assessors, or members of the public; or
 - 4.5.4. Have sustained an injury that is likely to impede them from taking further part in the Expedition.
- 4.6. If the Participating Individual is refused continuing participation, the Lead Expedition Supervisor will contact a person with relevant parental responsibility or their identified emergency contact and will ensure they are collected as soon as reasonably practicable from the time of refusal. It is advised that Participating Individuals have a collection plan in place prior to starting their Expedition.

5. **Food & Nutrition**

- 5.1. The Participating Individual is expected to be self-sufficient for the duration of the Expedition, bringing sufficient food for the duration of the Expedition and 2 litres of water. Additional water will be supplied to Participating Individuals that are undertaking Expeditions, however no other food or drink shall be supplied.

6. **Weather & Timing**

- 6.1. Hampshire Outdoors shall not be held liable for extreme weather conditions. Expedition Supervisors will do everything possible to ensure an Expedition will be successful and make necessary preparations for bad weather. If poor or deteriorating weather conditions prevail which cause a venue or location to be deemed potentially unsafe by the Lead Expedition Supervisor, then:
- 6.2. Hampshire Outdoors reserve the right to alter venue schedules and start times; and if it is not possible to vary the start time or venue, then the Lead Expedition Supervisor will liaise directly with Hampshire Outdoors Management Team. Based on the information received, Hampshire Outdoors Management Team will decide whether the Expedition should continue, either in part or in whole; this decision will be final and binding.
- 6.3. If an Expedition is partially or fully cancelled due to adverse weather conditions, then no refund shall be given although a new date for the Expedition may be arranged at no extra cost.

7. **Licences & Insurance**

- 7.1. Hampshire Outdoors is licensed by the Adventure Activities Licensing Authority (AALA) to carry out:

Trekking:

Licence No: L78312/R0389

Issue Date: 05.07.2022

Renewal Date: 24.08.2024

- 7.2. Hampshire Outdoors is insured by QBE Insurance (Europe) Ltd as follows:

Public Liability £200,000,000

Product Liability £200,000,000

Employer's Liability £125,000,000

Officers Indemnity £10,000,000

8. **Lead Expedition Supervisor and Expedition Supervisors**

- 8.1. Hampshire Outdoors shall ensure that the Lead Expedition Supervisor will have the appropriate training and experience for the terrain, holds a National Governing Body Qualification appropriate to the terrain, and a 16-hour First Aid Certificate. All other Expedition Supervisors, as a minimum, will have completed an Expedition training course and hold a First Aid Certificate. All Expedition staff will have a valid disclosure check undertaken through the Disclosure and Barring Service (**DBS**) and will have received relevant Safeguarding Training.

- 8.2. Expedition Supervisors will be assigned to each Expedition. Trainee Supervisors may also be assigned and will take instruction from the Expedition Supervisors. There will be Lead Expedition Supervisor/s on each Expedition who maintain overall responsibility of that Expedition.
- 8.3. Expedition Supervisors are all Hampshire County Council employees and take charge of all Hampshire Outdoors equipment and relevant paperwork for the duration of the activity.
- 8.4. Hampshire Outdoors will manage all relevant policies and procedures along with Risk Assessments and medical information. Hampshire Outdoors shall ensure that all Expedition Supervisors make themselves fully familiar with this information prior to or at the start of the Expedition.
- 8.5. Expedition Supervisors will make decisions about the level and style of supervision based on the competency of the groups.

9. Operating Procedures

9.1. Prior to the start of the activity

- 9.1.1. Risk Assessments of the area chosen will be carried out by Hampshire Outdoors senior Expedition Supervisors or a designated experienced Instructor and approved by the Development Manager (Hampshire Outdoors).
- 9.1.2. All Participating Individuals will be emailed an Expedition information letter as part of the booking confirmation, containing confirmation of Expedition details, Weblinks to Expedition YouTube videos, a kit-list and food advice sheet to enable effective preparation.
- 9.1.3. Participating individuals will be provided, via email, an invitation to join a virtual information meeting 2 weeks prior to the start of the Expedition.
- 9.1.4. Hampshire Outdoors will supply appropriate compasses, maps, tents, Trangia style stoves and gas, which will remain the property of Hampshire Outdoors. Participating Individuals will be trained to use these effectively. This training shall be supplied by Hampshire Outdoors and will be carried out during the first acclimatisation day of the Expedition.

9.2. During the activity

- 9.2.1. The Lead Expedition Supervisor will have a copy of all routes, risk assessments and group members' medical paperwork.
- 9.2.2. Hampshire Outdoors will ensure that all formalities such as the introduction to the Expedition and the emergency procedures are carried out appropriately and professionally.
- 9.2.3. A full equipment check will take place and Expedition Supervisors will be vigilant in checking the essential kit is present: appropriate footwear, waterproofs, sleeping bag, warm clothes, appropriate rucksack and waterproof liners. Should the Expedition Supervisor consider essential kit is missing or unsuitable for purpose then where possible Hampshire Outdoors will seek to provide appropriate kit. Where this is not possible participants may not be able to continue with the Expedition, the decision of the Expedition Lead Supervisor will be final and binding, and Clause 4.6 will apply.
- 9.2.4. Expedition Supervisors will carry out ongoing risk assessment and constant monitoring throughout the Expedition. This will assess variable hazards including changing weather, environment and ability of the Participating Individuals. If the Expedition Supervisor deems continuance to be unsafe, then the provisions of clause 6.3 shall apply.
- 9.2.5. If groups discover they have left their planned route and are unable to regain this route, they are to follow the procedures given as part of their Expedition training and also detailed on their emergency procedure cards. They are to contact in order of priority; Expedition Supervisor or Lead Expedition Supervisor, who will work with the rest of the Expedition Supervisor team to locate the group and return the group to their planned route.

- 9.2.6. The Expedition Supervisor will inform Hampshire Outdoors should the groups be over 3 hours late in arriving at the camp or the finish.
- 9.2.7. Emergency procedures will be followed where appropriate in line with Hampshire Outdoors Serious Incident Policy. A copy of this policy is available on request.

9.3. Post Activity

- 9.3.1. The Expedition Supervisors will ensure Participating Individuals are given feedback at the end of the Expedition.
- 9.3.2. If applicable, DofE Expedition section reports will be completed by Expedition Supervisors on Participating Individuals and will be uploaded to the Participating Individual's eDofE accounts by Hampshire Outdoors.

10. Complaints

- 10.1. If there are any complaints against Hampshire Outdoors or members of their staff, this complaint should be communicated as soon as reasonably practicable to the address below:

Hampshire Outdoors- DofE Manager
X-Perience Young Persons Centre
Trinity Street
Fareham
PO16 7SJ

- 10.2. Following this, and if there is dissatisfaction with the response, the complaint may be escalated to the Hampshire County Council complaints procedure:
<https://www.hants.gov.uk/aboutthecouncil/contact/commentsandcomplaints>

11. Data Protection

- 11.1. Hampshire Outdoors shall, and shall procure that its Representatives shall, perform its obligations under the Contract in such a way as to ensure that it does not cause the Council to breach any of the Council's obligations under the Data Protection Legislation.
- 11.2. The data of Participating individuals will be used in connection with the activities led by Hampshire Outdoors to ensure the safety of those attending and for the investigation and reporting of incidents. It will not be shared with third parties except medical professionals in the event of a need for treatment.
- 11.3. The data will be retained for a period of three months unless the Participating Individuals sustain and report an injury during the course of the activity, where by the information will be retained until the end of the financial year following the Individual Participant's 21st birthday, or if they are over the age of 18 until the end of the financial year 3 years following the report of the incident.
- 11.4. The legal basis for our use of this information is Performance of a Public Interest task.
- 11.5. Participating Individuals have some legal rights in respect of the personal information collected by Hampshire Outdoors. Please see the Hampshire County Council's website data protection page for further details www.hants.gov.uk/dataprotection . Hampshire County Council Data Protection Officer can also be contacted via data.protection@hants.gov.uk .
- 11.6. If Participating Individuals have a concern about the way Hampshire Outdoors are collecting or using personal data, they should inform Hampshire Outdoors of their concern in the first instance or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/> .

12. General

- 12.1. Hampshire Outdoors shall be entitled to terminate this Agreement immediately by notice to the Participating Individual if the Participating Individual has committed a breach, which Hampshire Outdoors deems to be material or one which is incapable of remedy under this Agreement.

- 12.2. This Contract is made on the terms of these Conditions, which are governed by English Law, and you agree to the exclusive jurisdiction of the English Courts.
- 12.3. 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.
- 12.4. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 12.5. 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 neutral genders.
- 12.6. Your rights are protected by the Consumer Rights Act of 2015.