

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. **Activity Leader(s):** means a qualified, experienced and trained instructor who is responsible for co-ordinating and leading each day's expedition.

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

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

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

1.1.5 **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

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

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

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

## 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 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 .

2.5 If the Participating Individual is unable to attend, or wishes not to attend their Expedition, the Participating Individual shall be entitled to a refund in the amounts below:

- 27 days or less to Expedition start date = 50% refund
  - 14 days or less to Expedition start date = 0% refund
- In exceptional circumstances, and at the discretion of Hampshire Outdoors, a cancellation may be made with 48 hours' notice and Hampshire Outdoors shall endeavour to offer a place on an alternative expedition or a full refund.

All cancellations must be made in writing to Hampshire Outdoors (email is acceptable)

Hampshire Outdoors will endeavour to process refunds within 5 working days on the original payment method.

### 3. Risk & Safety

- 3.1. Hampshire Outdoors shall ensure that all Expeditions have been carefully assessed to minimise the risk of accidents.
- 3.2. Hampshire Outdoors shall ensure all Instructors are qualified and fully trained and are confident working within the venue and terrain where the Expedition is to take place. The ratio of Activity Leaders to Participating Individuals is carefully tailored to each Expedition, and where relevant, the guidelines set out by Adventure Activities Licensing Authority are followed.
- 3.3. 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 parental responsibility available in an emergency.
- 3.4 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.
- 3.5. The Participating Individual agrees to abide by the decisions of the Instructor 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:
  - be under the influence of alcohol or drugs; or
  - repeatedly refuse to follow an Instructor's instructions or behave in an irresponsible manner that is likely to endanger themselves or other Participating Individuals; or
  - be abusive, aggressive or violent towards other Participating Individuals, Instructors or assessors; or
  - have sustained an injury that is likely to impede them from taking further part in the Expedition.
- 3.6 If the Participating Individual is refused continuing participation, the Activity Leader will contact a person with relevant parental responsibility and the Participating Individual shall ensure they are collected as soon as reasonably practicable from the time of refusal.

### 4. Food & Nutrition

- 4.1. Water will be supplied to Participating Individuals that are undertaking Expeditions. No other food or drink shall be supplied.

### 5. Weather & Timing

- 5.1. Hampshire Outdoors shall not be held liable for extreme weather conditions. Instructors 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 Instructor, then:
  - 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 Instructor will liaise directly with Hampshire Outdoors. Based on the information received, Hampshire Outdoors will decide whether or not the Expedition should continue, either in part or in whole; this decision will be final and binding.
- 5.2. 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.

## 6. Licences & Insurance

6.1. Hampshire Outdoors is licensed by the Adventure Activities Licensing Authority (ALLA) to carry out:

Trekking and Watersports:

Licence No: L18579/R0389

Issue Date: 24.07.2020

Renewal Date: 24.08.2022

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

Public Liability £50,000,000

Product Liability £50,000,000

Employer's Liability £50,000,000

Officers Indemnity £50,000,000

## 7. Instructors and Leaders

7.1. Hampshire Outdoors shall ensure that all staff, including Activity Leaders and Instructors, have completed a Expedition training course, as applicable, and that all staff have a certificate of National Governing Body qualification, a 16 hour First Aid certificate and a valid disclosure check undertaken through the Disclosure and Barring Service (**DBS**).

7.2. Instructors will be assigned to each Expedition. Trainee Leaders may also be assigned and will take instruction from the Instructors. There will be Activity Leaders on each Expedition that have overall responsibility of that Expedition.

7.3. Instructors are all Hampshire County Council employees and take charge of all Hampshire Outdoors equipment and relevant paperwork for the duration of the activity.

7.4. Hampshire Outdoors will manage all relevant policies and procedures along with Risk Assessments and medical information. Hampshire Outdoors shall ensure that all Instructors make themselves fully familiar with this information prior to or at the start of the Expedition.

7.5. Instructors will make decisions about the level and style of supervision based on the competency of the groups.

## 8. Operating Procedures

### 8.1. Prior to the start of the activity

8.1.1. Risk Assessments of the area chosen will be carried out by Hampshire Outdoors senior Instructors or a designated experienced Instructor and approved by the Development Manager (Hampshire Outdoors).

8.1.2. All Participating Individuals will be emailed basic expedition YouTube links, a kit-list and food advice sheet to enable effective preparation.

8.1.3 Hampshire Outdoors will supply appropriate maps, tents, gas Trangia 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

### 8.2. During the activity

- 8.2.1. The Activity Leader will have a copy of all group members' paperwork, routes and risk assessments.
- 8.2.2. Hampshire Outdoors will ensure that all formalities such as the introduction to the Expedition and the emergency procedures are carried out appropriately and professionally.
- 8.2.3. A full equipment check will take place and Instructors will be vigilant in checking the essentials: waterproofs, sleeping bags, warm clothes, appropriate rucksacks and waterproof liners.
- 8.2.4. Instructors will carry out an ongoing risk assessment and constant monitoring throughout the Expedition. This will assess variable hazards including changing weather and ability of the Participating Individuals. If the Instructor deems continuance to be unsafe then the provisions of clause 5.2 shall apply.
- 8.2.5. The Activity Leader will make contact with Hampshire Outdoors daily when the Expedition ends for the day.
- 8.2.6. The Instructor will inform Hampshire Outdoors should the groups be over 3 hours late in arriving at the camp or the finish.
- 8.2.7. Emergency procedures will be followed where appropriate in line with Hampshire Outdoors Serious Incident Policy. A copy of this policy is available on request.

### 8.3. Post Activity

- 8.3.1. The Instructors will ensure Participating Individuals are given feedback at the end of the Expedition.
- 8.3.2. If applicable, DofE Expedition section reports will be completed by Instructors on Participating Individuals.
- 8.3.3. After the expedition, any personal items found will be retained for a minimum of two weeks, after which they will be disposed of. The Participating Individual, and/or their parent or guardian should contact Hampshire Outdoors within this period. Cost of delivery back to the individual may be at their own cost.

## 9. Complaints

- 9.1. 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  
Four Chimneys  
Winton Close  
Winchester  
Hampshire  
SO22 6AB

- 9.2. 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>

## 10. General

- 10.1. 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.

- 10.2. 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.
- 10.3 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.
- 10.4 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.
- 10.5. These terms and conditions are governed by English law and any disputes shall be heard in the English courts.