

Terms & Conditions – Duke of Edinburgh Award Gold Residential

These terms and conditions shall apply to all participating individuals who instruct Hampshire Outdoors to lead a Gold DofE residential.

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 residential activities.
- 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 **Residential:** means a residential that is run and organised directly by Hampshire Outdoors including some day and evening activities during that residential.
- 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 Gold Residential.
- 1.1.6 **Instructor:** means a qualified, experienced member of the Hampshire Outdoors training team who is responsible for the participants on the residential.
- 1.1.7 **Participating Individual:** means an individual, who has enrolled on a residential.

2. Your Agreement

- 2.1. By enrolling for a Gold DofE residential 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 has the option to make full payment at the time of booking, or an initial deposit for the residential then full payment 6 weeks prior to the residential going ahead.
- 2.4 If the minimum number of participating individuals for a residential is not met prior to the start date of the residential, the booking shall be cancelled, a refund of the full payment shall be given or an alternative date.

3. Risk & Safety

- 3.1. Hampshire Outdoors shall ensure that all residentials 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. The ratio of activity leaders to participating individuals is tailored to each residential, 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 residential. 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. 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 a residential 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 or illness that is likely to impede them from taking further part in the residential.
- 3.6 If the participating individual is refused continuing participation, the Activity Leader will contact a person with relevant parental responsibility and will ensure they are collected as soon as reasonably practicable from the time of refusal.

4. Food & Nutrition

- 4.1. All meals are supplied to participating individuals that are undertaking the residential.

5. Weather & Timing

- 5.1. Hampshire Outdoors shall not be held liable for extreme weather conditions. Instructors will do everything possible to ensure a residential will be successful and make necessary preparations for bad weather. All participating individuals are sent kit list to help prepare for various weathers.

6. Licences & Insurance

- 6.1. 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

- 6.2. 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

7. Instructors and Leaders

- 7.1. Hampshire Outdoors shall ensure that the activity lead will be a contracted member of the Hampshire Outdoors team, holds a National Governing Body Qualification relevant to the residential if applicable and a 16 hour First Aid Certificate. All other instructors will have a First Aid Certificate. All staff will have a valid disclosure check undertaken through the Disclosure and Barring Service (**DBS**) and Safeguarding training.
- 7.2. There will be an Activity Leaders on each residential, that will have overall responsibility of that residential.
- 7.3. Leaders and staff are all Hampshire County Council employees and take charge of all Hampshire Outdoors equipment and relevant paperwork for the duration of the residential.
- 7.4. Hampshire Outdoors will manage all relevant policies and procedures along with Risk Assessments and medical information. Hampshire Outdoors shall ensure that all staff make themselves fully familiar with this information prior to or at the start of the residential.

8. Operating Procedures

8.1. Prior to the start of the activity

- 8.1.1. Risk Assessments 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 their residential information pack to enable effective preparation for the residential.
- 8.1.3 Hampshire Outdoors will supply appropriate compasses, 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 lead staff will have a copy of all group members' paperwork and risk assessments.
- 8.2.2. Hampshire Outdoors will ensure that all formalities such as the introduction to the residential and the emergency procedures are carried out appropriately and professionally.
- 8.2.3. Instructors will carry out an ongoing risk assessment and constant monitoring throughout the residential. This will assess variable hazards including changing weather.
- 8.2.4. 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 leader will ensure participating individuals are given the opportunity to complete feedback forms at the end of the residential.
- 8.3.2. If applicable, DofE Residential section reports will be completed by Instructors on participating individuals.

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

X-Perience Young Persons Centre
Trinity Street
Fareham
PO16 7SJ

- 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 are 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 5 day residential.
- 10.5. These terms and conditions are governed by English law and any disputes shall be heard in the English courts.