

Terms & Conditions – Participation in Bikeability Training (Schools)

These terms and conditions shall apply to all Participating Individuals who engage in Cycle Training led by Hampshire Outdoors staff.

1. Definitions

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

1.1.1. **Bikeability:** The Department for Transport's national cycling initiative for schoolchildren

1.1.2. **The Bikeability Trust:** are a charitable incorporated organisation that develops and promotes the Bikeability programme on behalf of the Department for Transport.

1.1.3. **Cycle Training:** means a cycling session that is run and organised directly by Hampshire Outdoors including any specified courses within that.

1.1.4. **Bikeability Co-Ordinator:** Hampshire Outdoors member of staff in charge of co-ordinating the Bikeability Training provision

1.1.5. **Lead Tutor(s):** means a qualified, experienced and trained instructor who is responsible for co-ordinating and leading the Cycle Training.

1.1.6. **Cycle Instructor:** means a qualified, experienced member of the Hampshire Outdoors Bikeability team who is responsible for a Cycle Training session.

1.1.7. **Hampshire Outdoors:** means a Children's Services Directorate of Hampshire County Council. Hampshire Outdoors can be contacted via email – bikeability.enquiries@hants.gov.uk.

1.1.8. **Participating Individual:** means an individual, who has enrolled on an activity

1.1.9. **Participating School:** means the school, who has enrolled on an activity

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

2.3. The Participating school agrees to the booking arrangements and will provide finalised participant information as stated below.

2.3.1. Schools in Hampshire County Council are contacted to encourage them to book in for the following academic year. Schools complete a form stipulating expected numbers and a preference on delivery date.

2.3.2. Participating Schools will receive communication from a member of Hampshire Outdoors Bikeability team confirming delivery dates and approximate session times. The parent consent form is shared.

2.3.3. At **five weeks** prior to delivery, Participating Schools will be contacted to re-share the consent letter, confirm the first date of their training with approximate session times. Participating Schools must begin to gain consent for Participating Individuals to share final numbers at **three weeks** prior to delivery. At this stage, Participating Schools will make Hampshire Outdoors Bikeability team aware of any Participating Individuals who may require additional support in accessing the Cycle Training.

- 2.3.4. If there was no response to the previous communication, at **four weeks** prior to delivery, the Participating School will receive a follow-up call.
 - 2.3.5. At **three weeks** prior to delivery the Participating School will provide final numbers to the Hampshire Outdoors Bikeability team.
 - 2.3.6. At **two weeks** prior to delivery, the Lead Tutor will contact the school to confirm delivery times based on final numbers.
- 2.4. If the Participating School needs to cancel their booking they must do so before **four weeks** of the delivery start date. If this does not occur then the following cancelation policy applies;
- 2.4.1. Cancellation less than **four weeks** prior to the course then 50% of the course costs may be charged to the Participating School. This charge is applied if the training provider cannot find an alternate Participating School to fill the booked slot.
 - 2.4.2. Cancellation less than **two weeks** prior to the course then 100% of the course costs may be charged to the Participating School. This charge is applied if the training provider cannot find an alternate Participating School to fill the booked slot.

3. Liability

- 3.1. 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.
- 3.2. 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.
- 3.3. 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 Cycle Training.

4. Risk & Safety

- 4.1. Participating Individuals take part at their own risk. Cycling is a physical activity that can result in injury.
- 4.2. Hampshire Outdoors shall ensure that all Cycle Training has been carefully assessed to minimise the risk of accidents.
- 4.3. All Hampshire Outdoors equipment (cycles and helmets) used or borrowed by Participating Individuals during Cycle Training is checked by Cycling Instructors prior to use to ensure it is fit for purpose.
- 4.4. All Participating Individual's equipment (cycles and helmets) is checked by Cycling Instructors prior to use to ensure it is fit for purpose. If required, minor adjustments may be made. If the equipment is not fit for purpose, then Hampshire Outdoors equipment will be offered for use where appropriate.
- 4.5. Hampshire Outdoors shall ensure all Cycle Instructors are qualified and fully trained and are confident working within the venue and terrain where the Cycle Training is to take place. The ratio of Cycle Instructors to Participating Individuals is carefully tailored to each Cycle Training session, and where relevant, the guidelines set out by The Bikeability Trust are followed.
- 4.6. The Participating Individual must ensure that they have completed a consent form, supplied by Hampshire Outdoors prior to the start date of the Cycle Training session. This must be signed by the parent or guardian of the Participating Individual if they are participating in on-road training.
- 4.7. Hampshire Outdoors reserves the right to decline any Participating Individual they feel is not sufficiently fit or physically able to take part in the Cycle Training that they have signed up for. Initial assessments occur at the start of the first Cycle Training session. An alternative Cycle Training session might be suggested if

the Instructor deems necessary. Instructors will make all reasonable adjustments possible to ensure that Participating Individuals have the opportunity to participate in some form of Cycle Training. The decision of Hampshire Outdoors is final.

- 4.8. Hampshire Outdoors will work with the Participating School to apply the school behaviour policy where appropriate. Hampshire Outdoors reserves the right to refuse any Participating Individual continued participation in a Cycle Training session if they are found to:
 - 4.8.1. Repeatedly refuse to follow a Cycle Instructors instructions or behave in an irresponsible manner that is likely to endanger themselves or other Participating Individuals; or
 - 4.8.2. Be abusive, aggressive or violent towards other Participating Individuals, Cycle Trainers or assessors, or members of the public; or
 - 4.8.3. Have sustained an injury that is likely to impede them from taking further part in the Cycle Training.
- 4.9. If the Participating Individual is refused continuing participation, the Lead Tutor will liaise with the Participating School contact.

5. Food & Nutrition

- 5.1. The Participating Individual is expected to be self-sufficient for the duration of the Cycle Training session, bringing sufficient food and water for the duration of the Cycle Training session. All Participating Individuals are encouraged to bring a bag if they do not have a water carrier attached to their cycle.

6. Weather & Timing

- 6.1. Hampshire Outdoors shall not be held liable for extreme weather conditions. Cycle Instructors will do everything possible to ensure a Cycle Training session 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 Tutor, 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 Tutor will liaise directly with Hampshire Outdoors Management Team. Based on the information received, Hampshire Outdoors Management Team will decide whether the Cycle Training session should continue, either in part or in whole; this decision will be final and binding.
 - 6.3. If a Cycle Training session is partially cancelled due to adverse weather conditions, then an alternative date for the Cycle Training may be offered depending on the point at which the Cycle Training was cancelled.
 - 6.4. If a Cycle Training session is fully cancelled due to adverse weather conditions, then an alternative date for the Cycle Training will be offered to the Participating School for a mutually agreed date.

7. Licences & Insurance

- 7.1. Hampshire Outdoors is a recognised training provider for The Bikeability Trust to deliver the following training:
 - Bikeability Levels:
 - Level 1
 - Level 2
 - Level 3
 - Bikeability Plus Modules:
 - Bikeability Balance
 - Bikeability Learn
 - Bikeability Ride
 - Bikeability Family
- 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 Tutor and Cycle Instructors**

- 8.1. Hampshire Outdoors shall ensure that the Lead Tutor and all Cycle Instructors will have the appropriate training, appropriate National Governing Body Qualification and experience for the Cycle Training they are delivering. They will hold a valid First Aid Certificate, a valid disclosure check undertaken through the Disclosure and Barring Service (DBS) and will have received relevant Safeguarding Training.
- 8.2. Cycle Instructors will be assigned to each Cycle Session. There will be Lead Tutor / Cycle Instructor at each Cycle Training session who maintain overall responsibility of that Cycle Training.
- 8.3. Lead Tutors / Cycle Instructors 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 Lead Tutors / Cycle Instructors make themselves fully familiar with this information prior to or at the start of the Cycle Training.
- 8.5. Cycle Instructors will make decisions about the Training Area / Route based on the competency of the group and a dynamic Risk Assessment on the day.

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 Cycle Instructors and approved by the Bikeability Co-ordinator.
- 9.1.2. All Participating Schools will be emailed finalised Cycle Training containing timings of the sessions, names of the Lead Tutor, risk assessment of the proposed training area, reminders of appropriate clothing, as well as links to useful websites.

9.2. **During the activity**

- 9.2.1. The Lead Tutor will have a copy of all routes, risk assessments and group members' medical information and emergency contact details. This will be shared with eh Participating School link prior to leaving school site
- 9.2.2. Hampshire Outdoors will ensure that all formalities such as the introduction to the Cycle Training and the emergency procedures are carried out appropriately and professionally.
- 9.2.3. A full equipment check will take place and Cycle Instructors will be vigilant in checking cycles, helmets and clothing. A Hi Vis jacket will be provided for those going onto the roads. Should the Cycle Instructor consider essential equipment is missing or unsuitable for purpose then where possible Hampshire Outdoors will make minor adjustments or seek to provide alternative equipment. Where this is not possible participants may not be able to continue with the Cycle Training, the decision of the Lead Tutor will be final and binding, and Clause 4.6 will apply.
- 9.2.4. Cycle Instructors will carry out ongoing risk assessment and constant monitoring throughout the Cycle Training. This will assess variable hazards including changing weather, environment and ability of the Participating Individuals. If the Cycle Instructor deems continuance to be unsafe, then the provisions of clause 6.3 shall apply.
- 9.2.5. Where deemed necessary, 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. If applicable, Bikeability certificates will be issued to Participating Individuals in line with The Bikeability Trust's certificating procedures.

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 – Bikeability Co-ordinator
E11 Court South, The Castle,
Winchester,
SO23 8UG
01962 876218
bikeability.enquiries@hants.gov.uk

- 10.2 If there are still matters to be addressed, a formal written complaint should be made to:

Clare Dobbs
Head of Service
Hampshire Outdoors
Children's Services Directorate
Second Floor
E11 Court South
The Castle
Winchester
SO22 8UG
clare.dobbs@hants.gov.uk

- 10.3 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, whereby 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.