

Terms & Conditions – Duke of Edinburgh Award Residentials for Participating Individuals

These terms and conditions shall apply to all Participating individuals who instruct Hampshire Outdoors to lead a Residential 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. **Residential**: means a Residential stay that is run and organised directly by Hampshire Outdoors including any activities undertaken during that residential.

1.1.6. **Outdoor Specialist**: means a qualified, experienced member of the Hampshire Outdoors training team who is responsible for a Residential week.

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

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

2. Your Agreement

2.1. By enrolling for a 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 shall make the full payment at the time of the booking of the Residential, or they shall make the stated deposit payment, followed by two further instalments to complete their payment, as per the provided payment schedule.



- 2.4. If the Participating Individual fails to complete their instalment payments as per the provided schedule, Hampshire Outdoors reserves the right to cancel their place on the Residential without reimbursement of any monies paid to that date.
- 2.5. Once the booking has been confirmed and the 14-day grace period has passed, the following cancellation policy applies;
 - 2.5.1. Cancellation before 12 weeks of the start date of the Residential: Hampshire Outdoors will reimburse the Participating Individual 90% of money paid.
 - 2.5.2. Cancellation between 12 and 6 weeks of the start date of the Residential: Hampshire Outdoors will reimburse the Participating Individual 50% of money paid.
 - 2.5.3. Cancellations made within 6 weeks of the start of the Residential: Participating Individuals are liable for the full fee, no refund will be available.
 - 2.5.4. Hampshire Outdoors need to make preparations well in advance of any Residentials. 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.
- 2.6. 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, and a refund of the full payment shall be given. Hampshire Outdoors will endeavour to provide six weeks' notice of such an event.

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' or the Residential Provider's equipment supplied throughout the course of the Residential.

4. Risk & Safety

- 4.1. Hampshire Outdoors shall ensure that all Residentials have been carefully assessed to minimise the risk of accidents.
- 4.2. Hampshire Outdoors shall ensure all Outdoor Specialists are qualified, fully trained and are confident working within the venue and terrain where the Residential is to take place. The ratio of Outdoor Specialists to Participating Individuals is carefully tailored to each Residential, 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 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 emergency contact responsibility available in an emergency, if the 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 Residential. The decision of Hampshire Outdoors is final.
- 4.5. The Participating Individual agrees to abide by the decisions of the Outdoor Specialists 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:

4.5.1. Be under the influence of alcohol or drugs; or

4.5.2. Repeatedly refuse to follow an Outdoor Specialist' 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, Outdoor Specialists or Residential providers staff, 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 Residential.

4.6. If the Participating Individual is refused continuing participation, the Lead Outdoor Specialist 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 Residential.

5. Food & Nutrition

5.1. Food is included in the cost of a Residential and for the exception of lunch on the first and some cases, last day, will be provided for the Participating Individuals. It is the responsibility of Participating Individuals to inform Hampshire Outdoors of any allergies, intolerances or specific food requirements in advance of the residential so appropriate food can be provided.

6. Weather & Timing

6.1. Hampshire Outdoors shall not be held liable for extreme weather conditions. Outdoor Specialists will do everything possible to ensure a Residential will be completed 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 Outdoor Specialist, 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 Outdoor Specialist will liaise directly with Hampshire Outdoors Management Team. Based on the information received, Hampshire Outdoors Management Team will decide whether the Residential should continue, either in part or in whole; this decision will be final and binding.

6.3. If a Residential is partially or fully cancelled due to adverse weather conditions, then no refund shall be given, although a new date for the Residential 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 Category: Hillwalking and Mountaineering

Watersports Category: Kayaking, Canoeing, Stand Up Paddleboarding (not including foiling)

Licence No: L199139/R0389

Issue Date: 25.08.2026

Renewal Date: 24.08.2029

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 Outdoor Specialist and Outdoor Specialists

- 8.1. Hampshire Outdoors shall ensure that the Lead Outdoor Specialist will have the appropriate training and experience for the terrain or activity, holds a National Governing Body Qualification appropriate to the terrain, and a 16-hour First Aid Certificate. All other Outdoor Specialists, as a minimum, will have a suitable First Aid Certificate for the Residential activity. All Residential staff will have a valid disclosure check undertaken through the Disclosure and Barring Service (**DBS**) and will have received relevant Safeguarding Training.
- 8.2. Outdoor Specialists will be assigned to each Residential. There will be Lead Outdoor Specialist/s on each Residential who maintain overall responsibility of that Residential.
- 8.3. Outdoor Specialists 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 Outdoor Specialists make themselves fully familiar with this information prior to or at the start of the Residential.
- 8.5. Outdoor Specialists will make decisions about the level and style of supervision based on the competency of the young people in attendance.

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 Team Co-ordinators or a designated experienced Outdoor Specialist and approved by the Development Manager (Hampshire Outdoors).
- 9.1.2. Participating individuals will be provided, via email, an invitation to join a virtual information meeting 2 weeks prior to the start of the Residential.
- 9.1.3. Hampshire Outdoors will supply appropriate equipment to completion of Residential activities, which shall remain the property of Hampshire Outdoors or the Residential Provider. Participating Individuals will be trained to use these items of equipment effectively, with training carried out by Hampshire Outdoors or the Residential provider in advance of the relevant activity.

9.2. During the activity

- 9.2.1. The Lead Outdoor Specialist will have a copy of all activity schedules, programmes, routes, risk assessments and group members' medical paperwork.
- 9.2.2. Hampshire Outdoors will ensure that all formalities such as the introduction to the Residential and the relevant emergency procedures are carried out appropriately and professionally.
- 9.2.3. Outdoor Specialists will carry out ongoing dynamic risk assessment and monitoring throughout the Residential, to assess variable hazards including but not limited to changing weather, environment and ability of the Participating Individuals. If the Outdoor Specialist deems continuance of the Residential to be unsafe, then the provisions of clause 6.3 shall apply.
- 9.2.4. Missing Group, Person and Emergency procedures will be followed where appropriate and in line with Hampshire Outdoors Serious Incident Policy. A copy of this policy is available on request.

9.3. Post Activity

9.3.1. DofE Residential section reports will be completed by Outdoor Specialists 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
dofe@hants.gov.uk

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.