

# THE OUTDOORS PEOPLE

## SCHOOL CAMP TERMS & CONDITIONS

"The Outdoors People" is The Outdoors People CIC, Morley's Cottage, Morley's Yard, Walkergate, Beverley, HU17 9BY, UK (Company Number 12544929), its employees, directors and agents.

"The Customer" is the school, institution or other recognised body that has contracted the services of The Outdoors People.

### 1. BOOKING CONFIRMATION

- 1.1. The Customer acknowledges that payment of the deposit constitutes a binding Contract which will immediately come into force between the Customer and The Outdoors People.
- 1.2. The Outdoors People acknowledge that acceptance of a deposit payment constitutes a binding contract which will immediately come into force between the Customer and The Outdoors People.
- 1.3. Where deposit payments have not been made, provisional bookings are held at the discretion of The Outdoors People.

### 2. PARTICIPANT CONSENT

- 2.1. The Customer agrees that they will provide each Group Member, or their respective parent or guardian as appropriate, with the digital or physical pre-event information available at:  
[www.theoutdoorspeople.com/parentsguardians](http://www.theoutdoorspeople.com/parentsguardians)
- 2.2. The Customer acknowledges that it shall be their responsibility to obtain the express written authority of each Group Member, or their respective parent or guardian as appropriate, for their attendance and participation in all activities. Guidance can be found at:  
[www.theoutdoorspeople.com/information](http://www.theoutdoorspeople.com/information)
- 2.2.1. The Customer acknowledges that it shall be their responsibility to securely retain this record of consent for a period of no less than four years.

### 3. SITE SAFETY, SECURITY, AND SAFEGUARDING

- 3.1. The Customer is responsible for ensuring that they have completed both a general Risk Assessment and a Safeguarding Risk Assessment for all Group Members and Leaders who are involved in activities and camping. Guidance can be found at:  
[www.theoutdoorspeople.com/information](http://www.theoutdoorspeople.com/information)
- 3.2. The Outdoors People can provide trained Night Watch staff to support The Customer in overnight site security and safeguarding if requested.
- 3.3. The Outdoors People maintain and make publicly available up-to-date Risk Assessments, policies and safeguarding policies for their events, camps and activities.
- 3.4. The Outdoors People provide the Customer with up-to-date DBS inspection records for all their staff.
- 3.4.1. The Outdoors People cannot undertake to complete site-specific safeguarding paperwork.

### 4. CHANGES TO YOUR BOOKING

- 4.1. Should the Customer wish to make any alteration to the Booking then The Outdoors People is to be promptly notified in writing. The Outdoors People may accept such alteration at its sole discretion.
- 4.2. Alterations may be subject to increases in the Booking Price, Administration Charges and changes to the Payment Schedule to reflect the alteration.
- 4.3. All camp and activity programmes are subject to alteration due to weather and/or operational factors and without an alteration to the Booking Price.
- 4.4. While every effort is made to keep the camp outdoors, in extreme weather conditions The Outdoors People may request access to indoor areas suitable for activities.

- 4.5. If extreme weather conditions force an evacuation overnight, The Customer is required to provide a suitable, **risk assessed**, indoor space for group accommodation or is to have made arrangements for the children to return home.
- 4.6. Indoor spaces must have suitable and risk assessed facility for evacuation in the event of fire or other emergency.
- 4.7. If indoor spaces used overnight do not have fire and smoke detection equipment or evacuation routes that meets the legal or recommended standards required for use as group accommodation, The Customer is required to make suitable provisions for providing ongoing monitoring of fire, smoke and other risks.

### 5. CHANGES TO GROUP SIZE

- 5.1. The Outdoors People allow for "reasonable" reductions in group size. **Including** Group Members who do not fully participate, this can be up to 20% of the total booking size.
  - 5.1.1. If a reduction in numbers **is** "reasonable", The Outdoors People will offer credit or a refund for the difference, minus the 30% deposit as detailed in Section 9.
  - 5.1.2. If a reduction in numbers **is not** "reasonable", the difference will be treated as a "Cancellation by the Customer" as detailed in Section 6.
- 5.2. The Outdoors People offer discounted rates for "reasonable" numbers of Group Members who do not fully participate in the event. **Including** reductions in group size, this can up to 20% of the total booking size.
  - 5.2.1. If the number of Group Members not fully participating **is** "reasonable", The Outdoors People will offer a discount in the form of credit or a refund for up to 20% of the per-person booking price as detailed in Section 9.
  - 5.2.2. If the number of Group Members not fully participating **is not** "reasonable", the difference will be treated as a "Cancellation by the Customer" as detailed in Section 6.
- 5.3. Combined refunds/credit for reasonable reductions in group size plus discounted rates for reduced participation cannot normally exceed 20% of the total booking price.
- 5.4. Minimum booking sizes and charges may apply.
- 5.5. Customers can apply for a Hardship Variation on behalf of themselves or a Group Member. The Outdoors People may then choose to provide a larger refund or credit at their sole discretion as detailed in Section 9.

### 6. CANCELLATION BY THE CUSTOMER

- 6.1. The Customer shall be entitled to cancel the Booking in total or for any of the Group Member(s) subject to the Customer providing The Outdoors People with written notice and payment of the Cancellation Charges as outlined below:

Cancellation Charges		
180 days or more to first day of Booking	31 days or more to first day of Booking	30 days or less to first day of Booking
Full refund minus £30 administration fee	Refund minus the value of the 30% deposit	No refund available

- 6.2. If the customer is required to cancel their Booking due to exceptional circumstances, The Outdoors People may choose to provide a partial or complete refund or credit at their sole discretion as detailed in Section 9.
  - 6.2.1. This would not generally include cancellation **by The Customer** due to weather conditions that are covered by The Outdoors People's risk assessments, control measures, and policies.

- 6.3. If The Outdoors People are able to replace a cancelled booking with an event of equivalent or greater gross profit value, a full refund less reasonable administrative charges may be offered as detailed in Section 9.

## 7. CANCELLATION BY THE OUTDOORS PEOPLE

- 7.1. If The Outdoors People are unable to fulfil an agreed Booking due to circumstances within our reasonable control, we will offer a full refund of all sums already paid by the Customer.
- 7.2. The Outdoors People are entitled to cancel the Contract without any liability in the event the Booking Price is not paid in accordance with the Payment Schedule. In this event, The Outdoors People are entitled to levy Cancellation Charges as described in Section 6.
- 7.2.1. These charges are calculated from the date notice of cancellation is served to the Customer.
- 7.3. The Outdoors People shall not be liable for any alteration, delay or cancellation to your Booking due to any cause beyond The Outdoors People's reasonable control including but not limited to: labour disputes, outbreak of disease, "act of God", war, riot, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, fire, flood, storm, extreme weather conditions, difficulty or increased expense in obtaining contractors, materials, goods, or raw materials.

## 8. COVID19

- 8.1. Detailed terms and conditions shall be issued to all customers in the event of a national or regional outbreak of COVID19 affecting bookings. Under these circumstances, The Outdoors People commit to protecting the full value of payments already received in the form of non-refundable credit.

## 9. BOOKING PRICE AND PAYMENT SCHEDULE

- 9.1. Minimum booking prices may apply.
- 9.2. Booking Prices are subject to payment in advance as detailed below:

Payment	Timescale
30% Deposit	Within 14 days of receiving deposit invoice
Final payment	Minimum <b>60</b> days prior to first day of the Booking

- 9.3. Unless otherwise provided in these Conditions or agreed in writing by The Outdoors People, any Deposits are non-refundable.
- 9.4. Any increase in the cost to The Outdoors People which is caused by action or inaction of the Customer may cause an increase in costs to the Customer and shall not entitle the Customer to cancel the Contract other than as provided in relevant clauses of these conditions.
- 9.5. Late Payments are payments which are received more than 30 days after the invoice due date and are subject to statutory interest rates (8% plus the Bank of England base rate) and reasonable administrative charges.
- 9.6. The Outdoors People would normally allow all teachers/leaders to attend without charge.

## 10. CREDIT AND REFUNDS

- 10.1. Credit is automatically applied by The Outdoors People.
- 10.2. If offered as an option by The Outdoors People, refunds can be made via BACS at the request of the Customer.
- 10.3. Reasonable administrative charges can vary but will not generally be more than 5% of the booking price.

## 11. TENTS AND ACCOMMODATION

- 11.1. Unless otherwise agreed, on overnight events, The Outdoors People provide tents and sleeping mats for all Group Members and accompanying adults.

- 11.2. Sleeping bags can be provided at cost upon request.
- 11.3. Group Members under the age of 13 should in general be in "tent groups" of no less than 8 per-cent – assuming the total number of Group Members permits this.

## 12. CATERING

- 12.1. Unless otherwise agreed, The Outdoors People do not provide any catering as standard.
- 12.2. Unless otherwise agreed, The Customer shall include The Outdoors People staff in their evening meal planning.

## 13. CUSTOMER'S OBLIGATIONS

- 13.1. The Customer shall ensure **sole use** of a suitable area for camping and activities for the **entire** period staff from The Outdoors People are onsite.
- 13.2. The Customer shall provide vehicle access to the camping and activity area or shall inform The Outdoors People in advance if this is not provided.
- 13.2.1. If vehicle access cannot be provided The Outdoors People may offer a reduced activity programme at their sole discretion with no change in booking price.
- 13.3. The Customer shall provide all routine or special assistance to Group Members in respect of any special needs or care requirements.
- 13.3.1. The Outdoors People operates under an assumption that we can accommodate all special requirements that a Group Member may have, but participation in unmodified activities may require that Group Members be in good health and have a reasonable basic level of fitness.
- 13.4. Teachers and/or other leaders responsible for the group agree to act 'in loco parentis' at all times.
- 13.4.1. Additional support must be provided by teachers and/or other leaders during pitching and taking down tents.
- 13.4.2. Teachers and/or other leaders need to be contactable during other activities lead by The Outdoors People.
- 13.4.3. Teachers and/or other leaders have sole responsibility for the group at designated break and meal times and overnight.
- 13.5. The Customer accepts responsibility for the general conduct of the Group Members and school staff/volunteers throughout the Booking. The Customer shall ensure that:
- 13.5.1. The schools safeguarding policies are followed by all adults on site.
- 13.5.2. Reasonable steps are taken to prevent damage or loss to the property that is the responsibility of The Outdoors People, or is the personal property of The Outdoors People's staff.
- 13.5.3. Suitable arrangements are made for the exclusion of any Group Member or adult who fails to comply with the terms and conditions or reasonable instructions.
- 13.5.4. The Outdoors People is reimbursed in respect of all loss or damage caused or contributed to by any Group Member not including wear and tear and reasonable accidental damage.
- 13.5.5. All appropriate measures are taken for the protection and security of any valuables baggage or other personal possessions, responsibility for which shall remain with the Customer and the Group Members.
- 13.5.6. The Customer shall ensure that all Group Members, visitors or guests observe all legal requirements.

## 14. LIABILITY

- 14.1. Any liability of The Outdoors People (except in respect of death or personal injury caused by The Outdoors People's negligence or that of its employees or agents which is not limited or excluded by these Conditions) for any delay in

performing or any failure to perform any of The Outdoors People's obligations in relation to the Booking shall be limited to the excess (if any) of the cost to the Customer in the cheapest available market of similar services to replace those not performed over the Booking Price.

14.2. In these Conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by Law.

14.3. The Customer is responsible for ensuring that they have an appropriate HSE and Safeguarding Risk Assessment that examines physical risks to adults, children and The Outdoors People staff using their grounds and facilities, including those provided or maintained by third parties, for activities and camping. Guidance can be found at:

15. [www.theoutdoorspeople.com/information](http://www.theoutdoorspeople.com/information)

15.1. The Outdoors People maintain and make publicly available up-to-date HSE and Safeguarding Risk Assessments and policies for all activities and camping. Risk Assessments can be found at:

16. [www.theoutdoorspeople.com/information](http://www.theoutdoorspeople.com/information)

16.1.1. The Customer acknowledges that they have access to these Risk Assessments and has accepted them as-written and fit-for-purpose unless variations have been agreed in writing.

16.2. The Customer is responsible for any loss, damages, costs, liability or injury to The Outdoors People, its employees, guests, visitors, or agents brought about by circumstances under the reasonable control of The Customer.

## **17. INSURANCE**

17.1. The Outdoors People has Public & Product liability insurance with indemnity to the value of £5,000,000.

17.2. Personal Party Member Insurance cover is not included in the Booking Price.

## **18. SPECIAL REQUESTS**

18.1. All special requests should be made at the earliest opportunity, normally at the initial enquiry stage, and in writing. The Outdoors People will always try to meet all reasonable requirements wherever possible but failure to do so is not a breach of contract.

## **19. DATA PROTECTION**

19.1. The Customer agrees to take reasonable precautions in protecting identifying data for which they are responsible.

19.2. The Data Protection Policy of The Outdoors People can be found at:

[www.theoutdoorspeople.com/data](http://www.theoutdoorspeople.com/data)

## **20. SUB-CONTRACTORS AND EXTERNAL SUPPLIERS**

20.1. Where activities or equipment are provided by a sub-contractor or external supplier, the Customer agrees to provide all required information no-less than 60 days before the first day of the booking.

## **21. GENERAL**

21.1. The Outdoors People may perform any of its obligations or exercise any of its rights by itself or through its employee's agents or sub-contractors.

21.2. The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.

21.3. In the event that a clause of this document is held by the courts to be invalid, illegal, or unenforceable for any reason, then the remainder of this document shall be enforced as if that clause was never included.