
TERMS & CONDITIONS

2024-2025



OCTOBER 17, 2024
EAST COAST OUTDOORS CIC
124-128 City Road, London, EC1V 2NX

1. Definitions

All words and expressions in this document shall have the following meanings:

- The Company meaning **East Coast Outdoors CIC** (company number **11741350**) a Community Interest Company made up of:
 - ✓ Operations Director & Technical Advisor means Albert (Bert) Park, International Mountain Leader, Mountain Leader (Winter) and Mountain Leader (Summer) who has been appointed to hold responsibility for all DofE Expeditions run by the company on behalf of the Client.
 - ✓ Company Secretary means Hannah Mitchell, who has been appointed to hold responsibility for all matters relating to the company as defined by Companies House, and who also holds the title of Business Director.
 - ✓ Expedition Manager means a person recruited by the Operations Director as qualified, experienced, and insured to co-ordinate a DofE Expedition on behalf of the company and for which payment is made directly to them.
 - ✓ Expedition Leader means a person recruited by the Operations Director either in a voluntary or freelance capacity, as experienced and having meet the company's standards to act as staff during an expedition.
- The Client means you, the organisation or individual who has booked the company to carry out a planned event(s) on your behalf, and for which payment will be made following these terms and conditions.
- An event, meaning the DofE expedition booked and set down in the Service Agreement.
- Organisational staff, means staff provided by the client who offer pastoral support to participants for the duration of the event.
- Participant means any young person between the ages of 13 - 24 undertaking an activity delivered by the company and for which payment will be made following these general terms and conditions.
- DofE or the Award refers to the Duke of Edinburgh's Award at bronze, silver, and gold level.
- Policy Documentation, means supplementary information relating to the following:
 - ✓ Risk assessment,
 - ✓ Safe Operating Procedure, and
 - ✓ Safeguarding Policy.
- Social media means the use of Facebook, Instagram, and Twitter to promote the work of the company.
- Website means the provision of information found at www.eastcoastoutdoors.co.uk

2. Terms

- By registering for an expedition through East Coast Outdoors CIC, you agree to comply fully with these general terms and conditions, service agreement and any additional conditions contained in the policy documentation relating to your event.
- Where there is inconsistency between these terms and conditions and the activity policy document, the order of precedence will be (1) Risk Assessment, (2) Safe Operating Procedures and (3) these general terms and conditions.
- You are advised to seek clarification if there is anything in these general terms and conditions that you do not fully understand. Please ensure that you are aware of your obligations before booking with the company.
- The client acknowledges that the company will act as the technical expert for the duration of the expedition.

- High importance is placed on the welfare and safety of each participant, each expedition has been carefully assessed to minimise the risk of accidents, the company's operations and policy documentation are inspected by several external bodies and meets accredited "good practice" standards and compliance.
- It is assumed that any request for further information relating to the company's policy documentation will be made in good time, and no later than 6 weeks before the start of the event.
- The company provides all clients with free participation places under the criteria set out on the website **www.eastcoastoutdoors.co.uk/free-participation-places**.
- The company maintains the right to cancel or withdraw free participation places at any time by providing appropriate notice to clients of its intention to do so.
- The company will not remove free participation places once they have been offered to participants.
- All prices are based on a minimum level of 12 participants.
- Where numbers fall below the minimum level, East Coast Outdoors CIC may opt for one of the following alternative measures in agreement with the client to either:
 - ✓ charge the participant organisation for the minimum level as stated above, or where it's possible,
 - ✓ join another set of expedition dates within the DofE Season (March – October).
- The company will charge the client a replacement fee for any lost or broken group kit at its full market rate.
- Participants who act outside the boundaries of either; -
 - ✓ The companies code of conduct, or
 - ✓ The client's own behaviour policy will be asked to leave the event for their own and others safety, and no refund shall be proffered.
- Where the client provides more than the companies maximum required ratio of organisational staff to participants, the client also accepts liability for any additional expenses incurred by the company for overnight accommodation or any other out of pocket expenses, and
- additional expenses incurred will be invoiced directly to the client for payment.

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- The client is wholly responsible for the costs associated with travel, overnight accommodation, and subsistence for any member(s) of organisational staff accompanying participants.

3. Company Responsibilities

The company is responsible for the following: -

- Vetting each freelance staff member (or volunteer) as meeting our minimum standards, which are:
 - ✓ current DBS certificate,
 - ✓ appropriate walking qualification for the terrain in which the expedition is due to take place,
 - ✓ has successfully completed appropriate Safeguard Training,
 - ✓ holds a current First-Aid or Outdoor First-Aid certificate, and
 - ✓ has been signed off as competent to lead by the Operations Director.
- Communicate with the clients named DofE Manager and any other staff member made known to them, to build a positive working relationship, providing support prior, during and after the event concludes.
- Supplying the client with a participant medical consent form ahead of the planned event by email.
- Supply the client with appropriate invoices inline with the charging structure below.
- Supply full details of the event to the client in reasonable time.

- Offer the opportunity to attend a presentation event at the client site at a time and date to suit both parties.
- Providing the client with a baseline expedition leader ratio of 1:12 which follows the guidelines set out within the companies Adventurous Activities Licensing Agency (AALA) Licence. The company has a flexible approach and tailors each expedition leader(s) to participant walking group(s) based on the needs of the participant and client, this also includes raising the expedition ratio if there is need to do so.
- Ensuring safety standards are met, by following the company's: -
 - ✓ Safe Operating Procedures,
 - ✓ Risk assessment,
 - ✓ Safeguarding policy, and
 - ✓ Code of Conduct.
- Successfully hold and retain the following: -
 - ✓ Appropriate insurance with a reputable provider for the duration of the event,
 - ✓ An Approved Activity Provider (AAP) Licence from The Award Scheme Ltd,
 - ✓ An Adventurous Activities Licensing Authority (AALA) certificate, and
 - ✓ A LOTC Quality Award Badge.
- Maintain and supply each participant walking group with appropriate group kit including: -
 - ✓ Tents,
 - ✓ Trangia Stoves,
 - ✓ Fuel (gas),
 - ✓ Additional First Aid equipment,
 - ✓ GPS Locator (tracker),
 - ✓ Maps of the expedition area, and
 - ✓ Compass.

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- In addition to those items listed above, the company will also provide group shelters and survival bags for participants.
- As part of the costing structure, the company is responsible for providing the following resource:
 - ✓ Campsite costs for participants,
 - ✓ Campsite costs for organisation staff,
 - ✓ Freelance staff costs,
 - ✓ A named Expedition Manager,
 - ✓ Support with the clients' trips and visits process,
 - ✓ Training resources,
 - ✓ Kit List & Menu Planner, and
 - ✓ Attendance at parents' event either in person or by a virtual medium.

4. Client responsibilities

The Client is responsible for the following: -

- Reading these general terms & conditions ahead of the agreed event, and
- Sign a service agreement.
- Familiarising participants with the company's code of conduct, and

- registering all participants with The Award Scheme Ltd via eDofE prior to the planned event(s).
- Paying any invoice supplied by the company in good time,
- providing pastoral support during the event on a maximum ratio of 1:20, and
- overnight welfare from 7pm – 7am for the duration of the event at Bronze & Silver level.

Ahead of the planned event the client is responsible for providing the Operations Director with the following: -

- Clients own mobile phone policy at Bronze & Silver level,
- provide a completed medical consent form for each participant attending, along with
- a list of walking groups,
- cultural requirements, such as adherence to religious festivals,
- any additional requirements, such as behavioural, social, or medical, and
- the number of organisation staff attending.

5. Charging

- The company will provide a quote on request please email info@eastcoastoutdoors.co.uk.
- The company charges at the following rates from 1st January 2024; -
 - ✓ Bronze £146 per person plus VAT,
 - ✓ Silver £280 per person plus VAT, and
 - ✓ Gold £450 per person plus VAT.
- All invoices include VAT @ 20%. The company's VAT registration number is **GB 4305 70915**
- A deposit per person is payable at the following rates: -
 - ✓ Bronze £40 per person plus VAT,
 - ✓ Silver £40 per person plus VAT, and
 - ✓ Gold £50 per person plus VAT.
- Invoice(s) will be supplied directly to the client's finance department and named DofE Manager.
- All invoices are due for payment within 28 days of receipt. However, we do understand that the clients Trust may follow set processes for payments.
- Any questions relating to charging or invoices should be emailed to the Company Secretary via email info@eastcoastoutdoors.co.uk allowing up to 2 working days for a response.
- The company reviews the pricing structure on a yearly basis. Any change to pricing will be communicated in good time, published on our website, and take effect from January of the following year.
- Non-payment of an invoice without notice of cancellation will result in payment being pursued through the correct legal channels.

Free Participation Places

- The provision of free participation places will be shown on all invoices & quotes provided by the company.

6. Termination and Cancellation

- If the company must cancel the event, a full refund of both deposit and the remaining balance will be provided to the client even outside of the 6 weeks' notice period.

- The company are entitled to terminate this agreement immediately, by notice to the client, if they commit any serious or persistent breach of any of your obligations under these terms and conditions.
- The client must provide written notice to terminate the agreement giving a minimum of 6 weeks' notice. No cause needs to be proffered; receipt of written notice will trigger a refund of monies paid, in line with the company's refund policy below.
- For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

7. Refunds

East Coast Outdoors CIC works hard to be fair in its approach to refunds. Each refund is considered on a case-by-case basis. Please speak to the Company Secretary directly.

Refund of deposits

- The deposit, once paid, is non-refundable.

Refund of remaining balance

- To receive a refund of the remaining balance, the client must give a minimum of 6 weeks' notice before the first agreed event of their wish to cancel a participant place.
- Outside of this 6-week notice period refunds are made on the following sliding scale:
 - ✓ 41 – 28 days' notice 90% refunded
 - ✓ 28 – 21 days' notice 75% refunded
 - ✓ 21 – 14 days' notice 50% refunded
 - ✓ 14 – 7 days' notice 25% refunded
 - ✓ Less than 7 days' notice no refund.
- The company continues to be liable for staff, venue and insurance costs and takes this into account when considering a request for a full refund.

Refund because of sickness

- We acknowledge that illness or injury happens with little notice. Please contact the Company Secretary by email info@eastcoastoutdoors.co.uk to discuss.

8. Force Majeure

- East Coast Outdoors CIC will not be held liable for failure to complete or delay in performance of any activity associated with a trip, expedition, activity, or any other event offered by East Coast Outdoors CIC by reasons of the following:
 - ✓ Government imposed emergency rules or regulations: or
 - ✓ Enforced Covid restrictions: or
 - ✓ Act of God; or
 - ✓ any significant weather event; or
 - ✓ air travel, train travel or ferry cancellations.

9. Use of Data

Any information requested by the Company at the time of booking plus any subsequent information supplied by the participant, parent or organisation is held both on paper and digitally. The information is required to assist the company, employees, and sub-contractors in delivering a planned event on your behalf. They will have access to your information as reasonably necessary to perform tasks on our behalf and are obligated not to disclose or use it for other purposes.

By providing us with: - a) booking information, b) participant information & c) medical consent you are agreeing that the information can be kept and accessed by authorised company personnel. The company does not share this information outside of those who need access to it.

We retain your data whilst you are a client and have an account in existence or as needed to provide you with Services. We only keep information for as long as it is needed. This will be based on either a contractual or legal requirement (where a law says we must keep information for a specific period) or accepted business practice.

10. Complaints

We see complaints as ways to learn valuable lessons, helping us get things right first time. It may be that we need to change our policies or ways of working. By telling us when there is a problem, you can help resolve the situation as soon as possible and help make improvements for your future experience.

Please raise your concern / complaint with your Expedition Manager at the time of the event, who will notify a director. If you do not feel able to speak with a member of our team directly, please email info@eastcoastoutdoors.co.uk setting out your complaint. We will respond to acknowledge your email and its contents. A full written response will be provided within 28 days of the original complaint being received.

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