

EAST COAST OUTDOORS COMMUNITY INTEREST COMPANY

Terms and Conditions 2022

Version 2.2



**East Coast
Outdoors CIC**

www.eastcoastoutdoors.co.uk

Version Control Table

Version	Author	Date	Changes
0.1	Hannah Mitchell	02-12-2018	1 st Draft
0.2	Hannah Mitchell	19-12-2018	Number formatting
1.0	Hannah Mitchell	27-01-2019	Approved by Board
2.0	Hannah Mitchell	21-09-2021	Rewrite approved by the Board
2.1	Hannah Mitchell	22-11-2021	Refund outside 28 days' notice
2.2	Hannah Mitchell	29-01-2022	Definition of kit supplied by the company

Document Control Table

Document Title	Terms and Conditions
Version	2.0
Author	Hannah Mitchell, Company Secretary
Date Approved	21-09-2021
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Approved by	ECO Board
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Definitions:

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

- 1.1. The Company meaning East Coast Outdoors CIC a Community Interest Company made up of:
- 1.2. Operations Director means Albert Park, who has been appointed to hold responsibility for all DofE Expeditions and outdoor activities run by the company.
- 1.3. Technical Advisor means Scott Smith, International Mountain Leader, Mountain Leader (Winter). This person provides support and guidance on Risk Assessments and Safe Operating Procedures.
- 1.4. Company Secretary means Hannah Mitchell, who has been appointed to hold responsibility for all matters relating to the company as defined by Companies House.
- 1.5. Participating Organisation means you, the organisation who has booked the company to carry out an expedition or outdoor activity on your behalf, and for which payment will be made following these terms and conditions.
- 1.6. Participant means any person undertaking an activity lead by East Coast Outdoors CIC and for which payment will be made following these terms and conditions.
- 1.7. Expedition Manager means a person recruited by the Operations Director as qualified, experienced, and insured to co-ordinate a DofE Expedition or outdoors activity on behalf of East Coast Outdoors CIC and for which payment is made by the company.
- 1.8. Instructor(s) or Group 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 (see 3.2 below) to act as staff during an expedition, and for which payment is made by the company.
- 1.9. The Award refers to the Duke of Edinburgh's Award at Bronze, Silver and Gold level.
- 1.10. Outdoor activities refer to any activity provided to the participating organisation outside of The Award, for example Bush-craft, Beach School and Forest School.

1.11. Policy Document(s) means supplementary information relating to the following:

- a) Risk assessment
- b) Safeguarding
- c) Operating Procedure

1.12 social media means the use of Facebook, Instagram and Twitter to promote the work of the company.

2. The Agreement and charging:

2.1. By enrolling for an activity through East Coast Outdoors CIC, you agree to comply fully with these general terms and conditions and any additional conditions contained in the policy document relating to your activity.

2.2. Where there is inconsistency between these terms and conditions and the activity policy document, the order of precedence will be (1) the activity risk assessment, (2) the Safe Operating Procedures and (3) these general terms and conditions.

2.3. You are advised to seek clarification if there is anything in these terms and conditions that you do not fully understand. Please ensure that you are aware of your obligations before booking with us.

2.4. All our prices are based on a minimum level of 12 participants, except for Gold DofE Expeditions for which the minimum number is 14.

2.5. Where numbers fall below the minimum level, East Coast Outdoors CIC may opt for one of the following alternative measures in agreement with the participant organisation:

- a) transfer all participants to our OPEN ACCESS EXPEDITION dates, or
- a) charge the participant organisation for the minimum level as stated in 2.4 above.

2.6. A deposit is payable at the point of receiving and agreeing these terms and conditions, confirmation of the number of participants taking part and receipt of a company invoice.

Once the deposit is paid it secures your agreed activity dates. Deposits are charged at the following rates:

- a) £40 per person for all DofE based Expeditions, and
- b) £20 per person for all other outdoor activities.

2.6.1 The deposit is non-refundable, except in the following circumstances:

- a) illness or injury that in a medical practitioner's opinion would mean the participant cannot take part safely in the activity provided, including contracting Covid-19,
- b) the participant organisation or participant has provided 28 days' clear notice of their wish to terminate before the agreed activity dates,
- c) where East Coast Outdoors CIC cancel an Expedition (see 8.4), or
- d) where the UK Government shut down the United Kingdom's infrastructure so making an expedition unachievable either in the UK or abroad.

2.7. The remaining balance is payable 28 days before the first agreed activity date.

2.7.1 Invoice(s) will be supplied directly to the participant organisation's finance department or direct to the participant requesting payment and giving 28 days' notice to pay.

2.7.2 Non-payment of an invoice within the 28 days' notice period will terminate this agreement, all deposit monies will be kept, and the booking will be cancelled.

2.7.3 Any private agreement relating to money should be made with the company secretary. The company may agree the following with a participant organisation or direct with a participant:

- a) staggered payments over an agreed period.
- b) Refunds outside of the 28-day agreed period.

2.8. Any requests for information relating to an invoice should be made via email info@eastcoastoutdoors.co.uk allowing up to 3 working days for a response.

2.9. The Company's charging structure can be found on our website www.eastcoastoutdoors.co.uk

2.10. A 10% discount is provided automatically for participant organisations under the following circumstances:

- a) Numbers reach above 60 for Bronze DofE Expeditions.
- b) Numbers reach above 21 for Silver DofE Expeditions.

2.11. Discount is not offered for Gold DofE Expeditions, Open DofE Expeditions, or outdoor activities.

2.12 As part of our costing structure the company provides the following resource: -

- a) Tents,
- b) Cookers (stoves) and gas,
- c) Maps,
- d) Compass,
- e) GPS Locators,
- f) Venue costs,
- g) Staff Costs,
- h) A named Expedition Manager,
- i) Training resources, and
- j) Attendance at parents' event either in person or by a virtual medium.

The company carries a small stock of other expedition kit (rucksack, sleeping bag and waterproof outer wear) which is held in reserve to support those participants with a pupil premium, or where the company is advised that the purchase of such expedition kit is a barrier to taking part.

2.13 Participants are welcome to borrow other expedition kit (please ask to see our lists) free of charge, on the understanding that it is returned in the same condition.

2.14. The company will charge a replacement fee for any lost or broken kit. The participating organisation or participant will be invoiced for any kit lost or broken during the activity.

3. Risk and Safety

3.1. High importance is placed on the welfare and safety of each participant, each activity has been carefully assessed to minimise the risk of accidents.

3.2. East Coast Outdoors CIC prides itself in the quality of the instructors hired to undertake activities on its behalf.

3.2.1 Instructors are familiar with the terrain where the activity is to take place, have experience of working with young people and understand the requirements set out in the Award.

3.2.2 Each volunteer or freelance staff member is vetted by the Operations Director and meets our minimum standards, which are:

- a) current DBS certificate,
- b) appropriate walking qualification for the terrain in which the expedition is due to take place,
- c) has successfully completed Safeguard Training, and has
- d) current First-Aid certificate.

3.3. Any request to see information held by us on individual staff must be made via email 28 days before the expedition is due to take place. We do not share personal information relating to our staff without the written authority to do so by the staff member in question.

3.4. Our ratio of adult(s) to participant(s) is tailored to each expedition and where instructed, we follow the guidelines set out by the Adventurous Activities Licensing Agency (AALA). As a baseline we work to a 1:12 ratio.

3.5. The Company does not require staff from participating organisations to attend any of the activities it provides. However, for the welfare of the participants, staff from participant organisations are welcome to attend as pastoral support for the duration of the activity. Our recommendation is:

- a) 0 – 30 participants = 1 member of staff
- b) 31 – 50 participants = 2 members of staff

c) 60 plus participants = up to 3 members of staff.

3.6. To ensure the welfare of participants, a medical consent form must be completed and returned in good time before the activity is due to take place. The participant organisation or participant agrees to use the form provided by East Coast Outdoors CIC. It is designed to make the Expedition Manager aware of the following:

- a) injuries which may affect the participants ability to fully participate in the activity,
- b) any illness or contagious disease that may pose a health risk to others, or may require medical attention at some time during the activity, and
- c) any medication being taken under the instruction of a medical practitioner, and
- d) any disability which may need additional support in order for the participant to successfully complete an activity.

3.7. East Coast Outdoors reserves the right to refuse a participant to continue with an activity if they are:

- a) thought to be under the influence of alcohol or drugs, or
- b) repeatedly refuse to follow instructions or behave in an irresponsible manner that is likely to endanger themselves or others; or
- c) be abusive, aggressive, or violent towards other participants, instructors or any staff present from the participating organisation, or
- d) sustain an injury that is likely to impede them from taking further part in the activity.

On this matter the decision of the Operations Director will be final.

3.8. East Coast Outdoors will not be held liable for minor injuries or damage to clothes, footwear or equipment belonging to a participant or participating organisation resulting from a slip, trip or fall where East Coast Outdoors CIC instructors have not been at fault.

4. Operating Procedures

Prior to the expedition.

4.1. The Expedition Manager will engage with the participating organisations DofE Manager and build a positive working relationship providing support prior, during and after the expedition concludes.

4.2. Risk Assessments are made available to the participating organisation ahead of the expedition taking place.

4.2.1. Where an Open Expedition is planned, contact is between East Coast Outdoors CIC and the parents or guardian of participants. Areas are pre-chosen, and risk assessed.

4.3. The Expedition Manager must be in possession of a completed consent form and medical disclosure for each participant prior to the expedition. This must be signed by the participant and their parent or guardian if they are under 18 years of age.

4.3.1. For the duration of the expedition, there must be a nominated person present and contactable in the UK for each participant. This is usually the parent or guardian.

4.4. East Coast Outdoors CIC is prides itself in supplying through training based on the needs of participants. The Expedition Manager is responsible for making sure participants are competent and safe.

4.4.1. If participants require more training, there will be an additional cost of £40 per person per day. This may be needed where participants are “direct entrants” meaning having not completed the previous level of The Award.

4.4.2. We do not offer discount if participant(s) cannot attend the training provided.

During the activity

4.5. The Expedition Manager carries all paperwork, including master routes, risk assessments and medical and parental consent forms.

4.6. At the start of each expedition, instructors will provide a welcome to participants setting out expectations and re-emphasising emergency procedures.

4.7. An equipment check will take place, making sure that each participant is carrying essential kit such as: waterproofs, sleeping bags, warm clothes, appropriate rucksacks, and waterproof rucksack liners.

4.8. Constant monitoring of changing risk will take place throughout the expedition. This will assess variable hazards including changing weather, ability, and morale of participants.

4.9. East Coast Outdoors CIC will have a vehicle available during the expedition. This is in addition to any transport provided by the participating organisation.

4.10. The Expedition Manager will contact the Director on call at the end of each day when all groups are in.

4.11. East Coast Outdoors CIC uses GPS locators to monitor the progress of groups. The use of this equipment does not detract from the need to make face to face contact with participants.

4.12. Instructors and or Group leaders will contact the Expedition Manager should their group(s) be more than 1 hour late in arriving at a check point, overnight camp, or the finish.

4.13. East Coast Outdoors CIC Emergency procedures will be followed where necessary. With a full report (including near miss) given to the Operations Director after the expedition concludes.

4.14 The company uses social media to: -

- a) Promote the standards of the company.

- b) As a mechanism to communicate with the parent or guardian of the participant taking part in any activities provided by the company.
- c) To communicate during an activity with participant organisations and advocate the welfare of participants whilst undertaking an activity with the company.

4.14.1. Authorisation to use photos is sought via the parental and medical consent form completed by the: -

- a) Participant's parent or guardian (if under 18 years old), or
- b) The participant (if over 18 years old).

After the Expedition

4.15. Instructors will de-brief participants (this is separate from the assessor) at the end of the expedition and prior to their departure.

4.16. Assessor reports are provided via e-DofE within 10 working days (or 2 weeks) the participating organisations DofE Manager is responsible for checking these reports can be seen by the participant.

4.16.1. If the participant attends an open expedition, they must check with their own DofE Manager if they have not received the assessor report onto their eDofE account.

4.17. Borrowed kit should be returned to the Expedition Manager in good condition (as it was found). If kit cannot be returned on the day, participating organisations are given 10 working days to return kit to East Coast Outdoors CIC.

4.18. Instructors provide feedback / incident paperwork to the Expedition Manager within 48 hours of the expedition concluding.

4.19. Participating organisations are encouraged to provide honest feedback to the Company Secretary.

5. Licences and Insurance

5.1. East Coast Outdoors CIC is insured by **Activities Industry Mutual (AIM)** to carry out all the activities the company offers.

5.2. East Coast Outdoors CIC holds a licence from the Duke of Edinburgh's Award to act as an Approved Activity Provider (AAP).

6. Force Majeure

6.1. 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:

- a) Government imposed emergency rules or regulations; or
- b) Act of God; or
- c) any significant weather event; or
- d) air travel, train travel or ferry cancellations.

7. Complaints

7.1. East Coast Outdoors CIC is passionate about providing an exceptional experience for young people. We are always striving to make better what we already do but understand that sometimes things don't go according to plan even with the best of intentions.

7.2. If you have a complaint, please make it in writing via email to the company secretary who can be reached via info@eastcoastoutdoors.co.uk We aim to resolve disputes as quickly and amicably as possible.

8. Termination and Cancellation

8.1. To receive a refund the participant or participating organisation must give a minimum of 28 days' notice before the first agreed date of their wish to cancel.

8.2. Cancellation without giving 28 days' notice will see the participant or participating organisation liable to pay the full cost of the expedition.

8.3 A full refund will be provided to the participating organisation outside of the 28-day notice period, in response to the following:

- a) illness or injury that in a medical practitioner's opinion would mean the participant cannot take part safely in the activity provided, including contracting Covid-19,
- b) where East Coast Outdoors CIC cancel an Expedition (see 8.4), or
- c) where the UK Government shut down the United Kingdom's infrastructure so making an expedition unachievable either in the UK or abroad.

8.4. East Coast Outdoors CIC are entitled to terminate this Agreement immediately:

8.4.1 by notice to you if you commit any serious or persistent breach of any of your obligations under this Agreement, or

8.4.2 we will give written notice (email) to terminate if we are not able to continue for reasons under section 6.

8.5. 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.

8.6. During the term of this Agreement and for a period of 12 months following its expiry or termination for any reason, you shall not employ or engage to provide services in a similar capacity any person acting on our behalf with whom you have had material dealings in connection with this Agreement at any time in the preceding 12 months.

8.7. These terms and conditions are governed by English law and any disputes shall be heard in the English courts.