

ENTRUST OUTDOORS - TERMS AND CONDITIONS

Parties to this Agreement:

Entrust Support Services Limited, a company registered in England and Wales under company number 4440463, whose registered address is Riverway Centre, Riverway, Stafford, ST16 3TH (also referenced as 'Entrust' or 'we' or 'us' hereafter) and **Customer(s)** (also referenced as 'you' or 'your' hereafter)

Definitions:

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| Brexit | the withdrawal of the United Kingdom from the European Union. |
| Charges | any prices, fees or charges offered to you by Entrust. |
| Course | any course, conference, expedition or event offered to you by Entrust. |
| Customer | the Course participant(s) or the customer or organisation or school booking the Course. |
| Customer Data | any personal data which is transmitted by or on behalf of the Customer to, or is otherwise processed by, the Supplier under this Agreement or which is generated under this Agreement. |
| Data Protection Legislation | the Data Protection Act 1998 and from the GDPR Effective Date the GDPR or any replacement legislation applicable in England and Wales from time to time (whether or not as a result of Brexit), including where applicable the guidance and codes of practice issued by the Information Commissioner. |
| Day | A calendar day inclusive of weekends and bank holidays. |
| GDPR | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. |
| GDPR Effective Date | 25 May 2018 (or such other date on which the GDPR becomes applicable in England and Wales). |
| Sub-Processor | "another processor" as defined within Article 28 of the General Data Protection Regulation ((EU 2016/679) |
| Within this Agreement the terms "controller", "data subject", "personal data", "personal data breach", "process ("processed" to be construed accordingly) and "processor" shall have the same meanings as in the Data Protection Legislation. | |

1. Booking process

It is your responsibility to ensure that all details of any Course booking form are complete and accurate.

Each Course booking will be an offer by the Customer to attend the Course subject to these terms and conditions. Entrust will not be bound to permit attendance at any Course booked until it has accepted the booking by means of receipt of a signed confirmation and payment (see Section 9) from the Customer.

2. Course attendance

If Customers have any special requests, including dietary or other health related requirements, Entrust will normally be able to accommodate their needs. However, we will not guarantee the delivery of special requests and failure to deliver such special requests shall not constitute a breach of this Agreement. Please detail any specific requirements when booking by e-mail to ocbookings@entrust-ed.co.uk or via telephone on 0300 111 8030. Relevant medical and health information together with written consent may be required.

Entrust reserves the right to refuse admission or to require a Customer to leave a Course if their behaviour is considered disruptive, likely to cause damage, nuisance, neglect, offence or injury, is in breach of relevant rules and regulations set out in these terms and conditions, UK law, or is otherwise unacceptable. Entrust may on occasion have to conduct security searches to ensure the safety of Customers.

3. Supervision

Where the Customer is a school or family party, teachers and/or other adults accompanying the party agree to hold supervisory duty of care at all times and will adequately supervise all members of the party. It is the Customer school or family party leader's responsibility to ensure that:

- No group member under 18 consumes alcoholic beverage and/or illegal substances
- No party member smokes on transport, in any accommodation, in any smoke free places or behaves in any other way which may cause a fire hazard.
- All party members wear the seat belts provided for all journeys by transport provided.
- No party member breaks a UK or local law
- Any reasonable request in relation to supervision and/or safety made by an Entrust employee is followed.
- Children and/or young people are effectively supervised during any non-structured activity or down time.

These matters must be discussed with party members prior to your Course.

Certain Courses contain an element of remote supervision where the leader is not directly present with the Customers. An integral part of certain Courses, notably Duke of Edinburgh Award expeditions, is that elements are completed independently. Entrust will ensure that Customers under remote supervision will have been trained in the required techniques and procedures and have sufficient experience/ability.

4. Insurance

Travel and Force Majeure Insurance in relation to the Course shall be the sole responsibility of the Customer.

All *bona fide* visits and activities undertaken as part of a Course are covered by Entrust's public liability insurance. Details are available on request to ocbookings@entrust-ed.co.uk.

The Duke of Edinburgh Award charity provides limited personal accident insurance which covers payment of a certain benefit(s) in the event of a participant or adult helper sustaining accidental bodily injury whilst taking part in an approved Duke of Edinburgh Award activity. This insurance does not provide cover for any personal belongings or equipment damaged or lost. It will also not cover Customers for any injury or damage caused to them whilst undertaking an activity arranged by the Customer with an external organisation. Further details are available from www.DofE.org/go/insurance.

5. Disclosure and Barring Service

Entrust shall comply with all relevant laws and regulations applicable in England including but not limited to safeguarding and health and safety.

As applicable, Entrust shall comply with requirements relating to DBS disclosure (or equivalent) and the provisions of Entrust's safeguarding policy shall apply to this Agreement.

Subject to the provisions of the DBS (or equivalent) Entrust

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reserves the right under this Agreement to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of Entrust.

All adults attending any of the Entrust outdoor education centres in a supervisory capacity should be appropriately DBS cleared by the establishment of which they are employees or volunteer. It is not practicable for Entrust to check that everyone attending has a valid check certificate/number, however, as good practice Entrust OEC will ask for confirmation that adults/employees/volunteers are checked with visit leaders accompanying groups.

6. Data Protection

With respect to the Parties' rights and obligations under this Agreement, the Parties acknowledge that in relation to any Customer Data, the Customer is a controller and the Supplier is a processor.

The Parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations, however, for the avoidance of doubt the Customer agrees that where Entrust has satisfied a contractual obligation under this Agreement, then such satisfaction of the contractual obligation is deemed to satisfy the same or similar requirement under the Data Protection Legislation.

The Customer warrants, represents and undertakes to Entrust that it has lawful grounds for processing the Customer Data.

The Parties confirm that the following information will be provided after the GDPR application date: subject matter and duration of the processing; the nature and purpose of the processing; the type of personal data; the categories of data subjects; the obligations and rights of the Customer.

Where Entrust processes the Customer Data under or in connection with this Agreement, Entrust shall:

- a) save as required otherwise by law, only process such the Customer Data as is necessary to perform its obligations under this Agreement, and only in accordance with the Customer's documented instructions;
- b) put in place appropriate technical and organisational measures to meet its own obligations under the Data Protection Legislation and which the Customer agrees are appropriate measures;
- c) ensure Entrust staff who will have access to the Customer Data are subject to appropriate confidentiality obligations;
- d) be entitled to engage Sub-Processors to process the Customer Data subject to Entrust ensuring that equivalent requirements to those set out in this clause are imposed on any sub-processor(s), Entrust remaining fully liable to the Customer for the performance of the sub-processor's obligations and where applicable, providing to the Customer reasonable prior notice of any addition, removal or replacement of any such Sub-Processors;
- e) not process or transfer the Customer Data outside the European Economic Area without the prior documented consent of the Customer;
- f) have in place the appropriate technical and organisational security measures to protect the Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;
- g) notify the Customer without undue delay after becoming aware of any personal data breach involving the Customer Data, taking into account the nature of processing and the information available to Entrust;

- h) take appropriate technical and organisational measures, insofar as is possible, to assist the Customer in responding to requests for data subjects for access to or rectification, erasure or portability of the Customer Data or for restriction of processing or objections to processing of the Customer Data (but Entrust will not itself respond to any such data subject request except on written instructions from the Customer). Furthermore Entrust will, upon the request of the Customer, provide assistance to the Customer relating to Customer's security; impact assessment; data breach reporting requirements; and data protection or data privacy Customer consultation obligations under the Data Protection Legislation taking into account the information available to Entrust. Entrust may charge the Customer its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Customer with co-operation and assistance as required by this clause;
- i) will make available to the Customer such information as the Customer reasonably requests and Entrust is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by the Customer (or the Customer's appointed auditors), as is necessary to demonstrate the Supplier's compliance with the Data Protection Legislation. The Customer will give reasonable notice of any audit and will be fully liable for any associated costs (including those of Entrust);
- j) save as may be required by law or where the parties have agreed that Entrust may need to retain the Customer Data in accordance with its Data Retention Policy, upon expiry or termination of this Agreement, at the Customer's cost and option either delete or return the Customer Data to the Customer on expiry or termination of this Agreement provided always that nothing in this clause shall oblige Entrust to provide assistance which does not relate directly to the services performed pursuant to this Agreement.

Entrust shall inform the Customer in writing if, in Entrust's opinion, an instruction from the Customer infringes the Data Protection Legislation but only in relation to a breach of General Data Protection Regulation (EU 2016/679) and/or other European Union or European Member State data protection provisions and not jurisdictions outside of these areas. However, the Customer acknowledges that:

- a) any information Entrust provides is not legal advice or guidance in anyway whatsoever, and that Entrust makes no warranty or representation regarding the information (express or implied); and
- b) this clause shall not relieve the Customer of its obligation to ensure that all instructions to Entrust comply with all applicable legislation, including all Data Protection Legislation; and
- c) Entrust may charge the Customer its reasonable costs (or the rates otherwise agreed between the parties) for its time spent and expenses incurred in providing the Customer with co-operation and assistance as required by this clause.

Notwithstanding anything to the contrary in this Agreement, if any of the following occur:

- a) any changes/modifications to the Data Protection Legislation (including in connection with the withdrawal of the United Kingdom from the European Union and/or the EEA) including the requirement to amend, update, modify or replace any systems Entrust use to process the Customer Data;
- b) any new, clarified or amended guidance or policies issued by a supervisory authority;
- c) any direction or instruction issued by a supervisory Customer (whether relating to Customer or Entrust in

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respect of the Services (including any processing of the Customer Data);

- d) then any increased effort or costs incurred by Entrust in association with the aforementioned shall be additionally chargeable to the Customer.

The Customer shall indemnify and keep indemnified and defend Entrust at its own expense against all costs, claims, damages, fines, or expenses (including reasonable legal fees) incurred by Entrust or for which Entrust may become liable due to any failure by the Customer or its employees or agents to comply with any of its obligations under this clause 6.

6.1 Marketing Information

Occasionally Courses are filmed or photographed. Customers attending such Courses will be asked to formally consent to photography, filming and sound recording and for such media to be included in any Entrust promotion. Any and all media may be used by Entrust for the purposes of marketing or advertising without payment or compensation being offered to you. If you do not give formal consent to the above you will not be included in any marketing or Entrust promotion. You may withdraw your consent at any time by emailing oebookings@entrust-ed.co.uk.

By attending such Courses you are agreeing to allow personal attendance information (for example name and group/establishment) to be publicly accessible and displayed on the attendee list for the Course to everyone. You can hide this information after booking your place or withdraw this approval at any time by emailing to oebookings@entrust-ed.co.uk.

7. Charges

All Charges are made and bookings accepted subject to these terms. These terms shall apply to all quotations and bookings in precedence over any other.

All Charges are offered to you by Entrust at the rate currently advertised or quoted; we reserve the right to change the Charge subject to a revision or change in Course booking by you or change the advertised charge rate before your booking has been accepted.

No registration or entry fees for any third party organisations are included in any prices quoted.

Unless otherwise stated delivery charges (if applicable) are included in any Charges quoted.

All charges and pricing shall be exclusive of Value Added Tax unless otherwise stated.

8. Discounts

Any discounts on Entrust Courses are exclusive – they cannot be combined. Where discounts are offered, these must be requested at the time of booking, and will not automatically be applied.

9. Payment

Course Charges, including any additional transfer balance or transfer charges, will be scheduled as follows: A non-refundable deposit of 30% per participant per Course will be due 40 days from notice of confirmation of booking being issued, unless otherwise stated. Final payment (the remaining 70% plus any supplementary charges) will be due 30 days after completion of the course. One free visit leader place is typically offered for every ten Course participants.

In the Event of late payment, we reserve the right to not accept future Course bookings and to cancel Customer's Course bookings from your establishment/ group. We also

reserve the right to charge interest on outstanding invoices at the rate of 4% per calendar month.

10. Variation or Cancellation

All cancellations must be received in writing to oebookings@entrust-ed.co.uk. A charge based on current rates will be applied if numbers of the Customer's party members attending increase or course duration is extended. Whether cancelling in full or you wish to reduce party member numbers or reduce the Course duration, post booking confirmation, charges in line with the payment terms detailed in Section 9 above will apply up until 60 days before commencement of the Course, after which the charge for each place cancelled will be 60% of the original total cost per attendee. It is at Entrust's sole discretion whether to offer a refund in whole or part in any circumstance.

11. Refund Criteria/ Participant Numbers Criteria

For certain Courses (e.g. Duke of Edinburgh Award expeditions and National Governing Body award courses) Entrust require a minimum number of places to be filled in order for the course to go ahead. If the group number falls below that minimum requirement, then alternative arrangements will be considered that may include transfer to a suitable alternative course or to cancellation and refund at Entrust's discretion.

12. Transferring Courses

A Customer may transfer without charge from one Course to another (at the equivalent or higher value of the originally booked course, and within the same calendar year). Non-refundable deposit payments per participant already paid may be transferred to the newly agreed Course date. All transfer requests should be made in writing to oebookings@entrust-ed.co.uk. Entrust will endeavour to meet all such transfer requests where a minimum of 90 Days' notice prior to the original Course start date is given and where Entrust has availability to accommodate such a transfer request.

13. Cancellation of Events and Changes to Content by Entrust

Any timing or itinerary provided to you by Entrust for outdoor education Courses is indicative and for guidance only and may be subject to change up until the date and proposed time of the Course.

Entrust's Courses are constantly updated and improved and we reserve the right to alter any of the Course content without prior notice. Entrust will make every effort to provide the services as specified, but, if for any reason beyond its control it fails to do so, neither Entrust nor its directors or employees shall be liable for any resulting loss or damage.

Any descriptive matter or advertising issued by Entrust and any descriptions of the Courses contained in Entrust's catalogues or brochures or Entrust's website are issued or published for the sole purpose of giving an approximate idea of the Course described in them. They shall not form part of the Contract or have any contractual force.

14. Authorisation

By submitting a booking to us, by whatever means, you are acknowledging that you have received authorisation for this expenditure from the relevant person at your institution or party responsible for the cost.

15. Legal interpretation

The materials, training and Courses provided by Entrust cannot be relied upon for legal interpretation. Neither Entrust nor its employees, trainers or consultants can accept responsibility for customer's actions, or those of other people reading any Course notes or interpreting the training in

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litigation, or responsibility for any loss incurred as a result of relying on the training or the training notes.

16. Intellectual Property Rights

All Intellectual Property Rights in or arising out of or in connection with the Course shall be owned by Entrust and any information, documentation and other materials of whatever nature provided by the Entrust in connection with the Contract shall remain at all times the property of, and vested in, Entrust.

Customers acknowledge that any Intellectual Property Rights in relation to the Course are Entrust's property and Customers shall not claim any right of property in any Intellectual Property owned by the Entrust.

Customers are not permitted to use Entrust's intellectual property outside of the Course, unless granted a license by Entrust. Such a license to be agreed between the parties and may be subject to payment of a license Fee.

Customers acknowledge that, in respect of any third party Intellectual Property Rights in the Course, use of any such Intellectual Property Rights is conditional on Entrust obtaining a written license from the relevant licensor on such terms that will entitle Entrust to license such rights to you.

17. Confidentiality

You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by Entrust, its employees, agents or subcontractors, and any other confidential information concerning the Entrust's business or its products or its Courses which the Client may obtain, unless given express permission by Entrust.

18. Exclusions and limitations of liability

Entrust shall not under any circumstances be liable to customers in contract, tort (including negligence), breach of statutory duty or otherwise for loss of revenues or opportunities, profit, use, goodwill, data, reputation, financial or economic loss or any type of special, indirect or consequential loss, damages, costs or expenses (even if such loss was reasonably foreseeable or Entrust had been advised of the possibility of you incurring the same).

Further, Entrust shall have no liability for any death or bodily injury (except death or injury which may not be so limited under any applicable law), or loss of or damage to property, of anyone attending the Course pursuant to the booking, whether arising from such attendance, or in relation to the provision or use of the facilities at the Course. Customers agree to indemnify Entrust against any claim in respect of any such liability (and the costs and expenses incurred by Entrust in relation thereto).

Without prejudice to any other limitation or exclusion of liability set out in these terms and to the fullest extent permitted by law, the total liability of Entrust to the Customer in contract, tort or otherwise including negligence (save for any liability arising from death or personal injury due to the negligence of Entrust or its employees which shall be unlimited) arising in relation to the Course shall not exceed the face value of Charge paid by the Customer.

Customers shall be liable for any costs incurred in repairing any damage to the premises or contents provided for at the Event, where such damage amounts to over the value of £100, including glass or furniture breakages, equipment, vehicles, caused by the Customer or its employees or guests. Furthermore, Customers attend Courses at their own risk and Entrust does not accept any responsibility for any loss of or damage to personal property, including baggage, or any personal injury resulting from attendance at any Course save as expressly set out above.

In any event and in accordance with the above terms in clause 14, Entrust's liability shall amount in total to no more than 30% of the charge for the Course in aggregate for all claims relating to the Course.

19. General

This contract will be in English and will be subject to the laws of England and Wales. Customers agree to submit to the jurisdiction of the English courts in relation to any issue relating to contract.

Save for clauses 15-17 and relevant aspects of clause 18-20, the Contract shall expire following provision of the Course by Entrust and the payment of any Charges by you pursuant to clause 5.

These terms and conditions do not affect any other terms and conditions you may hold with Entrust or our third parties.

All other express or implied terms, conditions, warranties or representations whatsoever with regard to the Products and/or Courses, use of Donations and/or Fees, website or any information provided by Entrust are excluded to the fullest extent permitted by law.

We have the right to revise and amend these terms from time to time. You will be subject to our terms (including policies and procedures) in force at the time that you commence a Course with us, unless any change to those policies or these terms is required by law or government or regulatory authority in which case the same will apply to Courses you have booked or started.