

TERMS AND GUIDANCE FOR NOTTINGHAMSHIRE COUNTY COUNCIL OUTDOOR & ENVIRONMENTAL CENTRES

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions and rules of interpretation apply to these Terms and Conditions:

Booking Form means the information provided in a form by the client about their booking.

Hirer: means the person/s, organisation, hiring the Premises, Equipment and or Services.

Premises: means the buildings, grounds and any other recreational and / or other facilities belonging to or utilised by Nottinghamshire County Council as an Outdoor & Environmental Centre, the address of which is detailed in the Booking Form.

Charges: means the total cost of hire of the Premises, equipment or services.

Council: Nottinghamshire County Council of County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 7QP

Educational Visit: use of alternative places other than the classroom for teaching and learning for both day visits and residential activities

General Terms and Conditions: those terms and conditions included in Section 1 of these Terms and Conditions

Notts Outdoors: means the outdoor and environmental education service for Nottinghamshire County Council.

Notts Outdoors Centres: means [All Centres]

Notts Outdoors Day Centres: means the Notts Outdoors Centres: at The Mill Adventure Base Adventures, Bestwood; Perlethorpe; Sherwood Forest; and Rushcliffe Country Park

Notts Outdoors Residential Provision: means the Notts Outdoors Centres providing overnight accommodation: at Hagg Farm; and St Michael's and the residential provision at Perlethorpe, The Mill Adventure Base and Camp Redwood.

Services: means anything provided by the Council which includes and is not limited to, bookings away from the Premises, Equipment hired or loaned for use away from the Premises, advice, instructed activities/training provided by the Council.

Specific Terms and Conditions: those terms and conditions included in Sections 2 to 4 of these Terms and Conditions

Group: means family, friends, school, organisation, persons coming together.

Non private groups: means a group undertaking an educational visit.

Equipment: means fixed or portable items used by individuals or groups.

Centre Manager: means the manager of the Premises at any given time.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4. The schedule (if any) forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedule.

1.5. Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.

- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.8. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.9. The General Terms and Conditions apply to all bookings made with Notts Outdoors.
- 1.10. The Specific Terms and Conditions will apply in addition to the General Terms and Conditions as set out below:

Notts Outdoors Centre booked	Applicable Specific Terms and Conditions
Notts Outdoors Day Centres	Section 2
Notts Outdoors Residential Provision	Section 3

SECTION 1 – GENERAL TERMS AND CONDITIONS

1. BOOKING CONFIRMATION AND CHARGES

- 1.11. Each Centre has its own booking processes.
- 1.12. Nottinghamshire County Council Schools will be charged through the County Council's Biller Direct.
- 1.13. Nottinghamshire County Council Groups must provide budget codes.
- 1.14. All other groups will be invoiced.
- 1.15. For Non-School bookings the hirer will pay the outstanding balance and bond (if applicable) at least 8 weeks prior to the visit date.
- 1.16. When a booking is paid for prices will not increase. Prices displayed on the website or other media are subject to change without notice.

2. TRANSPORT ARRANGEMENTS

Hirers are responsible for their own transport arrangements to and from the Premises, unless it is explicitly stated in your booking that transport is included in the Charges.

3. USE OF PREMISES, FACILITIES AND EQUIPMENT

- 3.1. The Hirer shall not use the Premises for any purpose other than that specified in the Terms and conditions.
- 3.2. For non-school bookings, unless otherwise agreed, the booking includes the use of the accommodation area(s) booked and any shared use areas such as games fields and rooms. Some parking spaces may be available in our car park but are not guaranteed.
- 3.3. The Hirer shall ensure that all Group members are made aware of the fire evacuation procedure, conducting a fire drill early during the visit if appropriate.
- 3.4. In the event of any damage to the fittings, furniture, equipment, vehicles or any other property on the Premises at any time whatsoever, the Hirer shall make good and pay for any damage (including accidental damage) caused by any act, omission or neglect of the Hirer, their employees, contractors, agents or any other person at the Premises by reason of the Hirer's use of the Premises.
- 3.5. The Hirer, their employees, contractors, agents or any other person at the Premises by reason of the Hirer's use of the Premises, shall during the period of hiring or any such other time as they shall be in

the Premises for the purpose of the hiring, comply with all reasonable requirements of the Council's authorised officers or representatives, whose right of entry to the Premises or any part thereof shall be reserved to them at all times during the hiring.

- 3.6. The Hirer shall adhere to the times specified in the Booking process for use of the Premises and shall ensure that the Premises are vacated at or prior to the time specified therein.
- 3.7. Any electrical items brought onto our premises are the responsibility of the Hirer who must ensure they are in safe working order.
- 3.8. Schools and non-private groups shall appoint a group leader who will be responsible for the safety and discipline of their Group. All young people MUST always be supervised at all times, including meal breaks.
- 3.9. Schools and NCC groups must make the Centre Manager aware of any relevant medical conditions of the Group at the outset of the visit/session/activity, along with any other information that is relevant to its smooth and safe running.
- 3.10. Failure to adhere to the terms and conditions to the satisfaction of the Centre Manager will result in the activity/visit being terminated, and the Hirer still being liable for full payment. This will also result if at any time the Premises staff are placed in an unsafe or threatening situation which they consider to be beyond working limits.
- 3.11. The Hirer is responsible for ensuring that any vehicles and rooms used (unless the Group's own) are left in a clean and tidy manner.
- 3.12. The group leader will also be responsible for making sure that any activity equipment is not used without a suitably qualified, Centre Manager approved person.
- 3.13. A licence may be required for other purposes, e.g., music, singing, dancing, and the Hirer must ensure that all licensing requirements are complied with in relation to any such additional activities undertaken at the Premises; such activities and licensing requirements must be discussed with the Centre Manager at the time of booking.
- 3.14. Smoking including electronic cigarettes must be confined to the designated areas. If it is found that smoking has taken place other than in the designated areas the Hirer will be liable for additional charges incurred should extra cleaning be required.
- 3.15. Visitors who cause a nuisance may be asked to vacate the premises and no refunds will be given.
- 3.16. The Hirer must not use, permit or allow the Premises to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.
- 3.17. The Hirer shall ensure that the right to use the Premises is exercised quietly and, in a manner, unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public or to other users the Premises.
- 3.18. Dogs / pets (except guide / assistance dogs with prior permission) are not permitted on the Premises at any time. unless specific exceptions are made, for example at St Michael's Cottage for private hire.

4. PROGRAMME FOR THE VISIT (Schools and groups only)

- 4.1. At least six weeks prior to your visit please liaise with the Centre Manager to agree your programme. A member of support staff will be allocated to work with you planning a programme to best suit the curriculum needs of your pupils. Schools must follow the advice of the Centre Manager to ensure that programmes and supervision arrangements are in accordance with the Adventure Activities Licensing Authority's requirements, the Council's policy for, "Visits Guidance for Children and Young People", national guidance and the specific guidelines of the Premises. Visits must be conducted to ensure the maintenance of the Premise's relationship with the local community, landowners and any relevant National Parks.
- 4.2. **NCC Maintained Schools:** Once you have agreed your programme with the Centre Manager, please use NCC visits approval system (Evolve) to seek approval for your visit to the Premises. Visits to the Premises may then be approved by your Head teacher (without having to seek further approval from the Council).

- 4.3. Group leaders must make centre staff aware of any relevant medical conditions of the group at the outset of the session, along with any other information that is relevant to its smooth and safe running.
- 4.4. Codes of Practice for each centre is available for the group leaders. Information from this must be shared with other visiting staff by the group leader.

5. **CHARGES TO PUPILS AND PARENTS (Schools only)**

The Council's charging arrangements for the Outdoor Education Centres aim to ensure that no pupil is deterred on financial grounds from attending a visit. When arranging visits and writing to parents, teachers should be mindful of the legal regulations in relation to charging and the Council's and the school's own Governing Body's policies on charging and remission arrangements.

6. **INTRODUCTORY PRE-VISIT (Schools and groups only)**

If group leaders haven't visited a site, it is strongly recommended they attend an introductory pre-visit to the Premises. Please contact the centre for more details.

7. **FIRST AID (Schools and non-private groups)**

It is essential that at least one of the visit leaders holds a current first aid qualification. If any of the staff plan to independently lead a Group, they must also hold a current qualification in first aid in accordance with the Council policy. "Visits Guidance for Children and Young People". The Centre Manager can provide advice on first aid training opportunities and staffing activities.

8. **LIABILITY**

- 8.1. If, in the opinion of Council, the Premises are rendered unfit for use and / or require closure for any reason whatsoever, the Council shall, by notice, in writing, sent by email or to the last known address of the Hirer, inform the Hirer that any booking arrangement affected by the closure has been cancelled. In the event of such cancellation, the Council will use its reasonable endeavours to make alternative accommodation arrangements with other **Notts Outdoors Centres** or will repay any payments made by the Hirer under clause 2 (Booking Confirmation and Charges) and the Hirer, their employees, contractors, agents or any other person at the Premises by reason of the Hirer's use of the Premises shall have no claim against the Council for any damage or loss sustained in consequence of such a cancellation.
- 8.2. The Hirer shall be liable for and shall indemnify the Council in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Council or otherwise arising out of or in the course of or caused by the use by the Hirer of the Premises.
- 8.3. All liability in respect of any damage to or theft or loss of property, goods or articles brought onto or left on the Premises, either by the Hirer, their employees, contractors, agents or any other person at the Premises by reason of the Hirer's use of the Premises shall rest with the Hirer.
- 8.4. The Council shall not be liable for any loss incurred by the Hirer, their employees, contractors, agents or any other person at the Premises by reason of the Hirer's use of the Premises due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God, which may cause the Premises to be closed or the hiring to be interrupted or cancelled.
- 8.5. Subject to clause 8.6 the Council is not liable for:
 - 8.5.1. the death of, or injury to, the Hirer or the Hirer's visitors;
 - 8.5.2. damage to, or theft of, any possessions or exhibits of the Hirer, or any possessions of the visitors to the Activity including in respect of any vehicles that may be parked at the Premises connected in any way with the Hirer. There are no specific security arrangements for the Premises. Where necessary, the Hirer is required to arrange its own security arrangements;
 - 8.5.3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer, or the Hirer's visitors resulting from the exercise or purported exercise of the use of the Premises;

- 8.5.4. any losses, damages, costs or expenses or other liability incurred by the Hirer due to the cancellation or termination of a Booking.
- 8.6. Nothing in clause 8.5 shall limit or exclude the Council's liability for:
 - 8.6.1. death or personal injury or damage to property caused by negligence on the part of the Council or its employees; or
 - 8.6.2. any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

9. INSURANCE

Please note that the centre provides no insurance cover for visiting parties against, for example, personal liability or accident, loss of personal property or your school's property, or for loss of deposit. The Hirer should ensure that they have adequate travel insurance to cover their visit. Schools may decide to arrange cover under the School Travel Insurance scheme.

10. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

By placing a booking with Notts Outdoors you agree to these terms and conditions. The terms and agreements are effective as soon as the Hirer receives booking confirmation from Notts Outdoors.

SECTION 2 – NOTTS OUTDOORS DAY CENTRE TERMS AND CONDITIONS

The following Terms and Conditions in Section 2 apply only to bookings at the Notts Outdoors Day Centres

1. CHARGES (Schools and NCC groups only)

1.1 Your school will be invoiced approximately 5 working days after the date of the visit / activity.

1.2 Changes to pupil numbers. If the numbers of pupils on the day exceed the number booked, the charge will be increased per extra pupil. Unfortunately, no reduction in charge can be made for any reduction in pupil numbers. Your school will be invoiced approximately 5 working days after the date of the visit / activity.

2. CANCELLATION CHARGES (Schools and NCC groups only)

2.1 Full or part CANCELLATIONS less than 28 days prior to the date of activity will be subject to FULL PAYMENT. Provisional bookings made less than 28 days prior to activities will be subject to full payment if cancelled even if booking form is not returned.

2.2 If a Hirer wishes to transfer the date/s of the booking to a new date (the “**New Date**”) this will be the discretion of the Centre Manager. If the New Date is subsequently cancelled a 100% cancellation fee will be applicable.

3. CONSENT

3.1 The group leader should ensure that everybody is adequately prepared for the activity and that all persons taking part in activities have informed and recorded consent that the group leader will sign to confirm is in place. This will be shared with centre staff. **NO CONSENT - NO ACTIVITY.**

4. SESSION DELIVERY AT EXTERNAL VENUES

The following provisions apply to any activities coordinated by Notts Outdoors outside of the Notts Outdoors Centres, for example: into schools’ package, mobile climbing wall, target sports, team building, bushcraft, rock climbing, caving, expeditions

4.1 The venue shall ensure that the site and land is suitable for the provision of the service as specified at the time of booking.

4.2 There shall be adequate access to the venue where the session is to be held to enable vehicle access and set up the equipment required for provision of the services.

4.3 The provision of reasonable welfare facilities is made available to Notts outdoors staff including a toilet and sink minimum.

4.4. If the duration or access arrangements of an event dictates earlier arrival or late departure beyond agreed times this will be charged at an additional £100 per hour.

SECTION 3 – NOTTS OUTDOORS RESIDENTIAL PROVISION TERMS AND CONDITIONS

The following Terms and Conditions in Section 3 apply only to bookings at the Notts Outdoors Residential and Expedition Provisions

1. BOOKING CONFIRMATION & CHARGES (Schools and non-private groups)

- 1.1. Your school will be charged through the County Council's Biller Direct system after your visit takes place.
- 1.2. The booking charge includes the use of the centre and its facilities, teaching support (one instructor per day). If you require extra teaching or catering support the centre will discuss your requirements with you, for which extra charges will be confirmed with you.
- 1.3. For school residential type bookings the Hirer shall confirm the final number of participants at least 28 days prior to the start date of the hire, to enable Notts Outdoors to allocate staffing. Final charges will be based on these numbers.

2. CHARGES (Private hire only Hagg Farm, John Hunt Base, St Michael's and The Cottage)

- 2.1. The hirer shall pay a non-refundable deposit of 20 per cent of the agreed fee at the time of booking and the remainder eight weeks prior to the visit. Full payment is due if booking is cancelled 56 days prior to the visit. (Hirers are recommended to take out holiday insurance covering cancellation.)
- 2.2. A refundable bond (if requested) will be due at the time of paying the outstanding balance by debit / credit card. This will be returned after the visit should the Premises be handed back in the same condition as they were found. A sliding scale will be applied but should the cost to rectify any damage or additional cleaning be more than the bond, the difference will become due immediately after the visit.

3. CANCELLATION CHARGES (Schools and Non private groups)

- 4.1. Cancellations less than 12 term-time weeks prior to a visit, 50% of the fee is charged.
- 4.2. Cancellations less than 8 term-time weeks prior to a visit, the full fee is charged.

USE OF PREMISES, FACILITIES AND EQUIPMENT

- 4.3. If alcohol (private and exclusive site bookings only) is to be consumed it should be in moderation and within the hired building or designated areas of the hired building and must comply with licensing requirements.
- 4.4. Fireworks are not permitted on our site and only small campfires are permissible in the designated campfire areas.
- 4.5. If the hirer is providing activities for young people under the age of 18 that fall within the scope of the Young Persons Safety Act (1996), the hirer must ensure the provider of activities holds a licence issued by Adventure Activities Licensing Authority (AALA) or the activities undertaken. The licence held by Hagg Farm Outdoor Education Centre and the Mill Adventure Base only applies to activities provided by their teams. It is the hirers' responsibility to obtain written consent for parent/carers for all activities.
- 4.6. The Cottage (St Michael's Centre)

The cancellation conditions also apply to the cottage, which adjoins the centre and may be booked to accommodate extra adults. In periods when the cottage has not been booked by the school using the main centre, it will be made available to external users.