

TERMS AND CONDITIONS OF SERVICES

1. Application and entire agreement

1.1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Cross-Curricular Orienteering Ltd a company registered in England and Wales under number 10726263 whose registered office is at The Croft, Cow Brow, Lupton, Carnforth, LA6 1PJ (we or us or Service Provider) to the organisation buying the services (you, Customer, persons at the School or School). For multi-academy trusts, the contract is limited to the individual school or schools in the academy who buy the Services.

1.2. You are deemed to have accepted these Terms and Conditions when you accept our quotation (listed on our website or communicated via email or invoice) or from your order/booking or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions including our Website Terms of Use and our quotation (the Contract) are the entire agreement between us.

1.3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. This Contract supersedes all previous agreements, promises, assurances, warranties, representations and understanding between them, whether written or oral, relating to its subject matter.

2. Interpretation

2.1. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.

2.2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

2.3. Words imparting the singular number shall include the plural and vice-versa.

2.4. The organisation buying the Services may be referred to as customer, organisation, school, you, person, persons at the school.

2.5. “Contract” means the contract for the purchase, sale and performance of the Services and any Goods which shall incorporate, and be subject to, these Terms and Conditions unless mutually agreed in writing and signed by both parties otherwise.

2.6. “Service Provider”, “Us”, “We” or “Seller” means Cross-Curricular Orienteering Ltd a company registered in England and Wales under number 10726263 whose registered office is at The Croft, Cow Brow, Lupton, Carnforth, LA6 1PJ.

3. Services

3.1. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.

3.2. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.

3.3. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

4. Your obligations



4.1. You must obtain any permissions, consents, licences or otherwise that we need and must give us free access to any and all relevant information, materials, properties, facilities and any other matters which we need to provide the Services.
4.2. If you do not comply with clause 4.1, we hold the right to terminate the Services.
4.3. You must cooperate with us in matters relating to the Services including but not limited to:

- Providing us with necessary information as quickly as possible for us to complete the Services
- Providing us with free access to your facilities and premises as required for us to complete the Services
- Complying with regulations and latest guidance set out by the Health and Safety at Work Act and the GDPR Act (2018) or most recent updates
- Providing us with contact details to notify you of any upcoming auto-renewals, fee changes, invoices, payments due - this is entirely your responsibility and emails will be sent to the email address to which the subscription and school account is originally registered with.

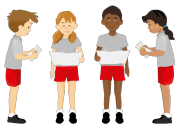
4.4. If our performance of our obligations set out in this agreement is delayed or prevented by any omission or act of the school, its agents, subcontractors, employees, advisors or associates, we shall be entitled to payment in for the full Services price as well as further payment or payments should the work be delayed due to this in accordance with our then current, applicable daily rate.
4.5. The person entering into this Contract on behalf of the organisation (school) warrants that they have the authority to do so and binds the organisation to perform its terms set out in this Contract.
4.6. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

5. Fees

5.1. The fees (Fees) for the Services are set out in the quotation and/or invoice and are on a time and materials basis.
5.2. In addition to the Fees, we can recover from you further:

a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses,
b) service costs provided by third parties and required by us for the performance of the Services, and
c) the cost of any further materials required for the provision of the Services.

5.3. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 5.2 also apply to these additional services.
5.4. The Fees are subject to any applicable VAT and other taxes or levies which are imposed or charged by any competent authority. You are liable to pay any applicable VAT which will be stated on your invoice.
5.5. The school shall pay invoices from Cross-Curricular Orienteering Ltd by the due date specified to Cross-Curricular Orienteering Ltd's bank account. Both the due date and bank details of Cross-Curricular Orienteering Ltd are stated on the invoice.
5.6. If you take out a package and subscription with us, you'll receive access to the Cross-Curricular Orienteering portal (online lesson library) for 1 year from the point in which we authorise the school's account registration. This may not be the same as the point of booking. An automatic renewal will take place each year on the same day as the initial registration and authorisation. Your registration date can be found on your account. At least 7 days and at most 90 days before the auto-renewal date, schools will receive a renewal reminder via email to the email address the account is registered with detailing the cost and what's included (please note, prices can change each year). Should schools not wish to renew, they must opt out before their



renewal date by logging into their account and cancelling their subscription. If the school does not cancel their subscription before the renewal date, the full payment will be due for the new 365 day period. It is the schools responsibility to ensure they receive emails from Cross-Curricular Orienteering Ltd and we accept no responsibility for emails not getting through. Interest will be charged on late payment equivalent to the Bank of England Base Rate + 8%. Interest will accrue each day after the due date until actual payment of the overdue amount. The school shall then pay the amount due together with the amount of interest accrued.
Cross-Curricular Orienteering Ltd holds the right to suspend your account and any of our services until payment is made in full to us.

6. Cancellation and amendment

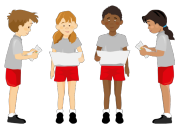
6.1. We reserve the right to withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn).
6.2. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
6.3. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
6.4. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.
6.5. For events which involve a site visit (such as but not limited to course installation, staff training or pupil experience days or lessons), the conditions for cancellation are set out below:

- Up to 28 days notice, the school will receive a full refund unless a pre-site visit has occurred for which the school will be liable to pay any fees or expenses incurred
- Up to 14 days notice, the school will receive a 25% refund unless a pre-site visit has occurred for which the school will be liable to pay any fees or expenses incurred
- Less than 14 days notice, the school will be required to pay in full the amount stipulated in the quote / invoice.

6.6. For events which involve a site visit (such as but not limited to course installation, staff training or pupil experience days or lessons), the conditions for postponement are set out below:
Up to 28 days notice, the school can change the booking to a new date with no charge
Less than 28 days notice, the school will be liable to pay any fees or expenses incurred by us such as but not limited to pre-site visits, pre-booked accommodation, staffing costs in accordance with our then current, applicable daily rate.
6.7. For physical goods purchased such as purchasing orienteering control marker signs, these are only refundable should they have a defect on unboxing your order. You are entitled to a full refund within 14 days of your order. You will be required to return the order or part of the order to our head office.

7. Payment

7.1. We will invoice you for payment of the Fees either: when we have completed the Services; or at any point after the time of your booking/order.
7.2. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
7.3. Time for payment shall be of the essence of the Contract.



7.4. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
7.5. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
7.6. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
7.7. Receipts for payment will be issued by us only at your request.
7.8. All payments must be made in British Pounds unless otherwise agreed in writing between us.
7.9. Regardless of your paying processes and systems, the way you handle invoices or any future changes to your processes and systems, you enter into this agreement and comply with all terms set out in clauses 7.1 to 7.10.
7.10. If taking out a package or subscription with us, you'll receive access to the Cross-Curricular Orienteering portal for 1 year from the point in which we authorise the school's initial account registration. This may not be the same as the point of order/booking and your registration date can be found on your online account. An automatic renewal will take place each year on the same day as the initial registration and authorisation. At least 7 days and at most 90 days before the auto-renewal date, schools will receive a renewal reminder via email to the email address the account is registered with detailing the cost and what's included (please note, prices can be subject to change each year). Should schools not wish to renew, they must opt out before their renewal date by logging into their account and cancelling their subscription. If the school does not cancel their subscription before the renewal date, the full payment will be due for the new 365 day period. It is the schools responsibility to ensure they receive emails from Cross-Curricular Orienteering Ltd and we accept no responsibility for emails not getting through. Emails will come from email addresses with the domain: @crosscurricularorienteering.co.uk and you can contact us at contact@crosscurricularorienteering.co.uk

8 Termination
8.1. We can terminate the provision of the Services immediately if you: commit a material breach of your obligations under these Terms and Conditions and our Website Terms of Use; or fail to pay any amount due under the Contract on the due date for payment; or are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.
8.2. As with our website terms and conditions of use, we may suspend or terminate any subscriptions if we believe 'fair usage' is being taken advantage of. Unfair use includes but is not limited to: downloading a high volume of documents e.g. more than 10 documents per day; sharing login details with other organisations. In these circumstances, we reserve the right to withhold any refund for the duration of your subscription.



8.3. We may terminate the supply of the Services with immediate effect by giving written notice to you if you fail to pay any amount due under this Contract on the payment due date and remain in default for more than 28 days.
8.4. On termination of this Contract for any reason, you shall immediately pay all outstanding invoices and interest and, if no invoice has been supplied by us for our Services, we may invoice you for the full amount of the Services price which shall be due and payable immediately. You agree that this is reasonable due to the costs we will have incurred in preparation and/or performance of the Services.
8.5. If anyone at your organisation shares login details with other organisations, you will pay us in accordance with our then current, applicable annual fee for the website per members of staff at other organisations using the website. E.g. if 2 members of staff outside of your organisation use your organisation login details, you will be responsible for our annual fee for the website x 2.

9. Intellectual property
9.1. We reserve copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

10. Subcontracting and assignment
10.1. If needed, we can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to an appropriate third party. If third parties are used, they will hold the suitable qualifications, skills and right to work checks.
10.2. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

11. Liability and indemnity
11.1. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
11.2. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
11.3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for: any indirect, special or consequential loss, damage, costs, or expenses or; any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
11.4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you, your agents, your employees and members of school including pupils.
11.5. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.



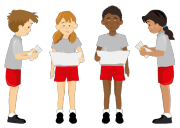
11.6. **Safe Use of Resources and Participation in Active Sessions:** Cross-Curricular Orienteering Ltd provides resources, training, and activity delivery involving physical movement, including orienteering and outdoor learning activities. These may involve running, walking, navigating school sites, or teamwork exercises in both indoor and outdoor environments. It is the responsibility of the school or supervising adult to ensure that all pupils and participants are appropriately supervised, that risk assessments are completed and reviewed regularly, and that the activities are delivered in line with local policies and safeguarding procedures. Cross-Curricular Orienteering Ltd accepts no responsibility for any injury, loss, or damage resulting from the delivery or use of our resources, training, or experience days, unless caused by our own negligence. A full Guidance for Safe Participation and Disclaimer is available at: https://www.crosscurricularorienteering.co.uk/guidance-for-safe-participation-and-disclaimer/

12. Data Protection

12.1. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
12.2. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
12.3. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
12.4. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
12.5. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
12.6. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
12.7. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can email: contact@crosscurricularorienteering.co.uk.

13. Circumstances beyond a party's control

13.1. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.
13.2. Staff absence of a member or members of your organisation does not constitute circumstances beyond a party's control providing you have other members of staff who are in good enough health to attend and participate with any relevant services such as, but not limited to, staff training.
13.3. Poor weather conditions do not constitute circumstances beyond a party's control unless deemed to be a health and safety concern which cannot be overcome.



14. Communications

14.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

14.2. Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; on the fifth business day following mailing, if mailed by national ordinary mail; or on the tenth business day following mailing, if mailed by airmail.

14.3. All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other party.

15. No waiver

15.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

16. Severance

16.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that or those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

17. Law and jurisdiction

17.1. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

18. Freedom on information

18.1. We acknowledge that the School is subject to the following acts and their requirements:

- Freedom of Information Act 2000
- Environmental Information Regulations 2004
- The Data Protection Act 2018

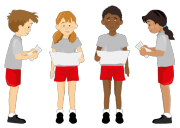
We shall cooperate with you to comply with your information disclosure requirements in a timely and reasonable manner.

19. Confidentiality

19.1. Throughout this Contract and for up to five years after Termination, each party shall not disclose to any person any confidential information concerning the business and affairs of the other party unless permitted by clause 19.2.

19.2. Each party may disclose confidential information on the other party if:

- The information must be disclosed to its employees, officers, representatives or subcontractors who need to know such information for the purpose of carrying out the party's obligations under this Contract. Each party shall ensure that their employees, officers, representatives or subcontractors comply with the preceding clause.



- The information must be disclosed to health professionals to protect the health of anyone in their organisation or as required by law, a court of competent jurisdiction or any regulatory or government authority.

20. Variation

20.1. Unless in writing and signed by all parties, no variation of this agreement shall be valid other than those set out in clause 20.2.

20.2. Our website terms and conditions of use may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version. This could include, but is not limited to, Fee changes to your annual subscription.

21. Third party rights

21.1. No one shall have any right to enforce any terms set out in this agreement other than a party to this agreement.

Cross-Curricular Orienteering Ltd details

Cross-Curricular Orienteering Ltd is a company incorporated in England and Wales with registered number 10726263 whose registered address is The Croft, Cow Brow, Lupton, Carnforth, LA6 1PJ and it operates the Website https://www.crosscurricularorienteering.co.uk/. The registered VAT number is 355315506. You can contact Cross-Curricular Orienteering Ltd by email on contact@crosscurricularorienteering.co.uk