

# Booking Terms and Conditions, Jamboree Rules

Minehead Jamboree is a jamboree run by **Salisbury and South Wilts Scout District Council**. Registered Charity no: 305937 solely run for members of the scout association.

MINEHEAD JAMBOREE will be run under the rules laid out in the UK Scout Association Policy, Organisation and Rules (POR) and the policies of Girlguiding UK, The Guiding Manual if Girlguiding UK attend. All Participants, Leaders and volunteers must comply with all Policies and Instructions set out by the Minehead Jamboree Leadership Team.

The term of this agreement will begin at the time of registration and will remain in full force until 8 January 2023, when the jamboree ends.

## Definitions

- “Unit” – the entity specified in the Registration Form that has executed this agreement and booked to attend Minehead Jamboree.
- “Participants” – the eligible young people who will be attending MINEHEAD JAMBOREE and who will be associated with a unit.
- “Leader” refers to the adults who will be responsible for the participants and will manage their unit.
- “Volunteer” refers to the adults who have volunteered to run, manage and support the activities and events at MINEHEAD JAMBOREE for the benefit of the participants.

## Payment and booking conditions

1. All monetary amounts referred to in this agreement are in GBP.
2. The fees for the event are as follows: -
  1. Participant’s – **£180**
  2. Leaders – **£150**
  3. Accompanying Child Under 8 (age at time of event) **£70**
  4. Accompanying Child Under 2 (age at time of event)- **FREE**
  5. Accompanying Child Over 8 charged at participant’s rate **£180**

Each unit will pay a non-refundable deposit per person at the time of registration to secure their places. Payment must be in the form of cleared funds; **BACS transfer**, or **cheque by request**; registration will not be accepted until payment is completed. The Unit agrees to pay and bear any sales, value-added, withholding or other similar taxes imposed by applicable law that the Unit must pay based on the services Unit ordered.

1. For Participants and Leaders, the fee includes all elements of the programme (for Participants), site fees, food (not Friday night) and some consumables, travel whilst at the event and a Participant/Leader pack. The fee does not include travel to and/or from the event, the provision of personal or unit equipment.
2. For Volunteer members the fee includes evening programme, site fees, food (not Friday night) (cooked and served), travel whilst at the event and a Volunteer pack. The fee does not include travel to and/or from the event, or the provision of personal equipment.

3. All adults booking must satisfy the MINEHEAD JAMBOREE child protection and safeguarding policies.
4. Units are responsible for ensuring that all leaders who will attend MINEHEAD JAMBOREE must comply to the DBS equivalent / child protection / safeguarding policies and regulations in their home country. If Adults fail to fulfil these requirements they will not be allowed on site and will not be eligible for a refund.
5. Unit Leaders are responsible for ensuring Leader to Participant ratios are satisfied. However, the MINEHEAD JAMBOREE Camp Leader withholds the right to restrict Leader numbers for units where there are excessive Leaders in relation to the number of participants, if this is to the detriment of the number of Participants that can attend.
6. Places at MINEHEAD JAMBOREE are allocated subject to the organising teams right to alter or vary the programme without being obliged to refund all or any part of the fee. This may include the publicised activities.
7. The Participants, Leaders and Volunteers must comply with all relevant statutes, safety announcements and venue regulations whilst attending the event.
8. Breach of any of these conditions or any unacceptable behaviours likely to cause damage, nuisance, injury, criminal action, bring The Scout Association, Girlguiding or MINEHEAD JAMBOREE into disrepute will be addressed by the MINEHEAD JAMBOREE Camp Leader who will decide appropriate outcome (after taking appropriate advice) up to and including a request to leave the event. Any request to leave the event will be the decision of the MINEHEAD JAMBOREE Camp Leader and will be at the cost of the person or unit being requested to leave.
9. Participants, Leaders or Volunteers must not undertake any trade or commercial activity on site without the prior written permission of the MINEHEAD JAMBOREE Camp Leader.

### **Cancellation**

1. In the case of cancellation by Participants, Leaders or Volunteers, no refunds of fees paid at the time of cancellation will be given. The organisers retain the right to refund in exceptional or compassionate circumstances where they see fit.
2. MINEHEAD JAMBOREE shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; epidemic or pandemic; act of God; electrical, internet, or telecommunication outage that is not caused by Minehead Jamboree; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of Minehead Jamboree. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Unit's obligation to pay for services provided. If MINEHEAD JAMBOREE has to be cancelled due to circumstances beyond the control of the organisers, money will be refunded to the extent that money has not already been spent or committed to be spent. This is likely to mean that no fees can be refunded. Such circumstances may include, but are not limited to, closure of the park due to the death of a Senior Member of the Royal Family or an outbreak of a Public Health concern.
3. Please be assured that the Minehead Jamboree Management Team will remain vigilant to changes in the world in relation to the Covid-19 pandemic (and other matters) and will make timely decisions with the best interests of all parties at their heart.

### **Insurance and limitation of liability**

1. Unit Leaders are responsible for ensuring the units have adequate insurance for attending the trip subject to their own risk assessment.

2. MINEHEAD JAMBOREE accepts no responsibility for personal or group property owned by participants, Leaders or Staff. The individuals responsible should make sure suitable insurance is in place.
3. Nothing in this agreement shall limit either party's liability for personal injury or death caused by its negligence, or its liability in the tort of deceit. Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Minehead Jamboree's maximum liability for any damages arising out of or related to this agreement whether in contract, tort, or otherwise, shall be limited to five times the fees paid and payable under this agreement. The parties each confirm that all the exclusions and limitations of liability set out in this clause are fair and reasonable having regard to all the relevant circumstances.
4. Nothing in this Agreement excludes or limits Minehead Jamboree's liability for deceit or fraudulent misrepresentation. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this Agreement shall supersede the terms in any purchase order or other non-MINEHEAD JAMBOREE document and no terms included in any such purchase order or other non-MINEHEAD JAMBOREE document shall apply to the services.

### **Confidentiality of data and data protection**

19. Respondents should be aware that personal information provided is held on MINEHEAD JAMBOREE secure systems.
20. In registering for this event, respondents agree that MINEHEAD JAMBOREE can collect, store and use this personal information to support the application process and for the purposes of running this event and associated activities (under the lawful basis of legitimate interest).
21. Under the terms of the General Data Protection Regulations, anyone on the mailing list has the right to have their information removed and can unsubscribe via the links contained within the emails or email [info@mineheadjamboree.org.uk](mailto:info@mineheadjamboree.org.uk)
22. Some information is considered sensitive personal data and will be managed as required under the act.
23. A full copy of our privacy notice can be found on the MINEHEAD JAMBOREE website – [www.mineheadjamboree.org.uk](http://www.mineheadjamboree.org.uk)
24. If you have any general questions regarding data protection, you can email: email [info@mineheadjamboree.org.uk](mailto:info@mineheadjamboree.org.uk)
25. This Agreement does not impact your right to lodge your concerns with the relevant authorities, for example the Information Commissioners Office in relation to EU based data concerns – <https://ico.org.uk/concerns>

### **Warranty, disclaimer and exclusive remedy**

1. MINEHEAD JAMBOREE warrants that the Services will be provided with reasonable care and skill consistent with relevant standards. The Unit must notify MINEHEAD JAMBOREE of any warranty deficiencies within 30 days from performance of the Services. For any breach of the warranty, the Units exclusive remedy, and MINEHEAD JAMBOREE's entire liability, shall be the re-performance of the deficient Services, or if MINEHEAD JAMBOREE cannot substantially correct a breach in a commercially reasonable manner, the Unit may end the relevant Services and recover the fees paid to MINEHEAD JAMBOREE for the deficient Services. To the extent permitted by law, this warranty is exclusive and all other warranties or conditions or terms whether express or implied are expressly excluded, including warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose.

### **Intellectual Property rights**

1. MINEHEAD JAMBOREE retains ownership and all intellectual property rights to anything developed and delivered under this agreement. Units may use the MINEHEAD JAMBOREE name and logo for publicity purposes only, the logo must not be edited.
2. If a third party makes a claim against Unit or MINEHEAD JAMBOREE (as the case may be "Recipient") that any information, specification, data, or material ("Material") furnished by either MINEHEAD JAMBOREE or the Unit (as the case may be "Provider") and used by the Recipient infringes its intellectual property rights, the Provider will indemnify the Recipient against the claim if the Recipient (i) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by law); (ii) gives the Provider sole control of the defence and any settlement negotiations; and (iii) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the Provider believes or it is determined that any of the Material may have infringed a third party's intellectual property rights, the Provider may choose to either (i) modify the Material to be non-infringing, (ii) obtain a license to allow for continued use, or (iii) if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of the applicable Material and refund any fees the Recipient may have paid for it. If an infringement claim materially affects MINEHEAD JAMBOREE's ability to meet its obligations under the relevant order, then MINEHEAD JAMBOREE may, at its option, upon 30 days prior written notice, terminate the order. MINEHEAD JAMBOREE will not indemnify the Unit if (i) it alters the Material or uses it outside the scope of this agreement, if the infringement claim could have been avoided by using the unaltered version of the Material and/or (ii) to the extent that an infringement claim is based upon any information, specification, instruction, data, or material not furnished by MINEHEAD JAMBOREE or the combination of Materials with any products or services not provided by MINEHEAD JAMBOREE. This clause provides the parties' exclusive remedy for any infringement claims or damages.

#### Other

4. MINEHEAD JAMBOREE is an independent contractor and each party agrees that no partnership, joint venture, or agency relationship exists between the parties. Each party will be responsible for paying its own employees, including employment related taxes and insurance.
5. A person who is not a party to this agreement has no rights under the Contract (Rights of Third Parties) Act of 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
6. This Agreement may not be modified and the rights and restrictions may not be altered or waived except in writing signed by authorized representatives of Unit and MINEHEAD JAMBOREE. Any notice required under this Agreement shall be provided to the other party in writing. Address for notices to MINEHEAD JAMBOREE:

This agreement is governed by English law and Unit and MINEHEAD JAMBOREE agrees to submit to the exclusive jurisdiction of, and venue in, the English courts in any dispute arising out of or relating to this agreement.

