

## TERMS AND CONDITIONS

### Definitions

Booking Form	Means the booking form for the Camp to which these terms and conditions are attached.
Camp	The Camp and Activities as specified on the Booking Form and delivered by ESMS to the Child in accordance with these terms and conditions.
Camp Manger	The Manager of the Camp as appointed by ESMS.
Deposit	A non-refundable deposit of £30 per child such sum being included within the Camp Fee
ESMS	Erskine Stewarts Melville Schools is a charity registered in Scotland, as part of the Merchant Company Education Board Schools, with charity registration number SC009747
Child	The Child named on the Booking Form submitted by the Parent
Parent	The Parent or Legal Guardian of the Child submitting the Booking Form

## **Booking a place on a Camp**

To book a place on a Camp the Parent of a prospective Child must complete in full and submit a Booking Form. The Parent understands that a place on a Camp is subject to availability and ESMS being able to meet the needs of the Child during the Camp and confirmation of the place by ESMS.

Shortly after submitting your application you will receive an e-mail with information on the Camp and what items are to be brought. Please inform us of any changes to your e-mail address after submitting an application form.

A legally binding contract between the Parent and ESMS for the provision of the Camp to the Child will be formed on the basis of these Terms and Conditions and the completed Booking Form and shall only be entered into once ESMS confirms the Child's place on the Camp.

ESMS will not confirm the Child's place on the Camp until after the Parent has fully completed the Booking Form including the Medical Information and Dietary Requirements section of the Booking Form and has paid the Camp Fee as shown on the Booking Form.

If a Camp is full, names will be added to a waiting list on a first come, first served basis. Please note that this does not guarantee a place on the Camp. You will be contacted prior to the Camp if a place becomes available.

## **Camp dates and change of Camp**

The dates of the Camp are set out in the Booking Form.

Once the Camp has started the Child shall not be permitted to change Camp.

## **Fees**

The Child's place on the Camp will not be confirmed until the Camp Fee has been paid. The Camp fee should be paid on or before the date specified in the booking form. If payment is not made in full before the date specified then ESMS shall be entitled to immediately terminate this agreement and retain any Deposit paid. If You have a query relating to the Camp Fee, ESMS and You shall co-operate in good faith to resolve the query.

A non-refundable deposit of £30 per Child per Camp (the Deposit) is included in the Camp Fee.

Any payment to ESMS must be made in Sterling and in full as cleared funds, by BACS to such bank account as ESMS shall nominate or by any other payment method as shall be notified by ESMS from time to time.

In the event of circumstances beyond the reasonable control of ESMS it reserves the right to vary the Camp Fee to an extent that reflects such circumstances. ESMS will endeavour to provide the Parent with as much notice of a variation in Camp Fee as is reasonable in the circumstances. In the event that the Camp Fee is increased by ESMS the parent shall be entitled to cancel the place on the Camp and receive full refund of the Camp Fee provided such cancellation is notified in writing in accordance with these terms within seven days of the parent being notified of the increase in Camp Fee. For the avoidance of doubt this right to cancel shall not be exercisable at any time after the Camp has commenced.

## **ESMS obligations**

ESMS shall:

- Organise the Camp and its delivery in a way which, in the professional judgement of the Camp Manager, is most appropriate to the Camp as a whole and as may be required to make changes or provide alternative substitutes, at any time on notice to the Parent;
- Exercise reasonable care and skill in providing education services and care to the Child during the Camp. ESMS cannot accept any responsibility for the welfare of the Child while off its premises unless he or she is taking part in a Camp activity or otherwise under the direct supervision of a member of ESMS staff;
- maintain those insurances as required by law;
- make reasonable attempts to contact You if the Child requires urgent medical attention while in the care of ESMS. If after reasonable attempts ESMS is unable to contact You, You consent to the Camp Manager or other member of staff authorised by the Camp Manager to consent on your behalf to the Child receiving emergency medical treatment where certified by an appropriately qualified person and as necessary for the Child's welfare.

## **Parent's obligations**

The Parent shall:

- Pay the Camp Fee and any other fees, charges and costs by the date specified by ESMS;
- Ensure that You have read the camp guide, a copy of which will be noted in the email you receive shortly after submitting your application;
- Ensure age-appropriate restrictions are in place on any mobile device your Child brings with them on the Camp;
- Ensure that the Child knows that they must:
  - behave responsibly and with consideration to others;
  - abide by the Camp rules and policies and the consequences for failing to do so;
  - follow reasonable instructions given by staff or by the staff of any establishment visited or by any activity instructors;
  - seek permission from staff and any other participants involved if they wish to take photographs and videos on personal devices during the Camp;
  - under no circumstances take any photos and videos in any toilets or changing facilities;
  - observe and respect the laws of Scotland;
- Provide the Child with the required kit and equipment for participation in the Camp as set out in the Camp guide provided by ESMS in advance of the Camp. Mouthguards are compulsory for playing hockey and rugby and shin guards are compulsory for playing hockey. Use of such items such as head/shoulder protection is at the discretion of parents and must be in accordance with the sport's rules;
- Complete the Medical Information and Dietary Requirements section for the Child when completing the Booking Form. The purpose of these questions is to provide the School with information about the Child's health and any medical conditions to assist ESMS with any medical requirements and/or reasonable adjustments required to meet their needs while participating in the Camp;
- Comply with the Camp Manager's recommendations which may include a reasonable decision to send a Child home at the Parent's expense if he/she is unwell and unable to continue the Camp;
- Camp participants are strongly advised to take out accident/curtailment insurance. First aid cover is available throughout the Camp and minor analgesics (paracetamol), throat lozenges and cough linctus may be dispensed. By agreeing to these terms you are giving consent for this treatment if required unless written objection is received in advance. For any treatment that cannot be administered on-site, parents/guardians would be responsible for collecting their Child and making further arrangements with

a local surgery or hospital if required unless the need for treatment is considered to be a medical emergency.

- Ensure that You and the Child are aware of UK Government guidance relating to, or in connection with, the Covid-19 pandemic and that the Child adheres to such guidance.

## **Pastoral care**

ESMS will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by Scottish law while the Child is participating in the Camp.

The Parent consents to such physical contact with the Child:

- as may accord with good practice; or
- as may be appropriate and proper for teaching and instruction; or
- for providing comfort to the Child in distress; or
- to maintain safety and good order; or
- in connection with the Child's health and welfare.

The Parent also consents to the Child participating in contact and non-contact sports and other activities as part of the Camp. The Parent acknowledges that while ESMS will provide appropriate supervision the risk of injury cannot be eliminated.

ESMS's total liability to the Parent or the Child in respect of all other losses arising under or in connection with this contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £50,000,000. ESMS shall under no circumstances whatever be liable to the Parent or the Child, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this this contract.

Nothing in this contract shall limit or exclude the liability of ESMS for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- any other liability which cannot be excluded by law.

The Parent authorises the Camp Manager to override their own and (so far as they are entitled to do so) the Child's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Child's welfare or to avert a perceived risk of serious harm to the Child or to another person. In some cases, members of staff may need to be informed of any particular vulnerability the Child may have. ESMS reserves the right to monitor the Child's use of:

- email;
- the internet;
- mobile electronic devices. See also the ESMS policy on acceptable use of IT and email ( a copy of which is available on request).

In accordance with the Schools' policy on taking, storing and using images of children (a copy of which is available on request), ESMS may obtain and use photographs or images (including video recordings) of the Child for:

- use in the School's promotional material such as the prospectus, the website or social media;
- press and media purposes
- educational purposes as part of the curriculum or extra-curricular activities.



Please see ESMS' privacy notice ( a copy of which is available on request) for more information about how it uses photographs and videos of children. ESMS may seek specific consent from the Parent and Child before using a photograph or video recording of the Child. Objections will be respected - please make these in writing to [bookings@esms.org.uk](mailto:bookings@esms.org.uk) no later than 72 hours before the Camp start date.

If a Child wishes to take photographs and videos on personal devices during the Camp, they must seek permission from staff and any other participants involved. It is the parents' responsibility to ensure that their Child is aware of this. Under no circumstances should any photos and videos be taken in any toilets or changing facilities.

Parents are asked to ensure age-appropriate restrictions are in place on any mobile device their Child brings with them on the Camp. ESMS discourages the use of phones during Camps but understands that Children may wish to contact their parents during break periods.

Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, ESMS does not accept responsibility for accidental injury or other loss caused to the Child or the Parent or for loss or damage to their property. While participating in the Camp the Child shall be responsible for the security and safe use of all their personal property and for property lent to them by the School.

## **Behaviour and discipline**

ESMS attaches importance to kindness, courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parent accepts that the Child will take a full part in the activities of the Camp, will be well-behaved and will comply with the Camp rules.

ESMS' Camp rules and policies on behaviour and discipline current at the time (copies of which are available on request) apply to the Child at all times when they are participating in the Camp, travelling to or from the Camp, on ESMS organised trips or associated with ESMS or the Camp. The Camp rules and ESMS policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or well-being of a member of the Camp community or a member of the public, have repercussions for the orderly running of the Camp or bring ESMS or the Camp into disrepute.

An allegation, complaint or rumour of misconduct will be investigated. The Parent will be informed if the Child may face formal disciplinary action. If under the School's disciplinary policy a disciplinary meeting with the Camp Manager is required before a decision is taken, ESMS will make reasonable efforts to notify the Parent so that they can attend via video conference or in person.

The Parent accepts that an appropriate sanction may be imposed by the Camp Manager on the Child if the Child is found to have breached the Camp rules or policies the Camp Manager may impose such sanction. Sanctions may include withdrawal of privileges or in the most serious of incidents permanent removal from the Camp. If the Child is an ESMS Student sanctions may also be carried into term time School. If the Child is permanently removed from the Camp, there shall be no refund of the Camp Fee or deposit and the Parent shall be responsible for all costs associated with the Child's return home.

ESMS are non-smoking campuses, therefore smoking and vaping is strictly prohibited. It is not permitted to bring alcohol onto any of our campuses. Any Child who breaches this rule will have their Camp place terminated and may be subject to disciplinary action.

## **Cancellation and termination**

If the booking and confirmation of the place are both made entirely at distance by means of electronic communication, via the website booking process, without the Parent meeting face to face with a member of the Camp staff, the Parent has the right to cancel this contract at any time within 14 days of the day after You receive confirmation of the place. In such circumstances the deposit if applicable will be refunded together with any

Camp Fee paid pro-rated if ESMS has provided any services under this agreement. If the 14-day cancellation period applies on any day after the start date of the Camp the Parent authorises ESMS to provide services to the Child while the cancellation period continues.

If the Parent wishes to cancel the Child's place and terminate this contract at any time after the expiry of the 14-day cancellation period (if applicable) they must provide written notice of cancellation to [bookings@esms.org.uk](mailto:bookings@esms.org.uk). Cancellation shall be final and binding on the cancellation date. Any cancellation received on weekends or out of the hours of 9.00am – 5.00pm on weekdays shall be deemed to have been received on the next working day. If the Parent cancels the place and terminates this contract the following cancellation charges are applicable:

- More than three months before the start date of the Camp: no cancellation charge. However, ESMS will retain the Deposit.
- Between one and three months before the start date of the Camp: 50% of the Camp Fee. ESMS will also retain the Deposit.
- Less than one month before the start date of the Camp: 100% of the Camp Fee. ESMS will also retain the Deposit.

Requests for full refunds for Camps that are cancelled by the parent/guardian cannot be guaranteed and will be dependent on the reason for cancellation – refunds will be decided on a case-by-case basis and are at the discretion of the Business Development Manager. Refund requests should be sent in writing to [enterprises@esms.org.uk](mailto:enterprises@esms.org.uk).

ESMS may terminate this contract immediately by providing written notice to the Parent if:

- payment of the Camp Fee is not made in full before the date specified by ESMS;
- the Child is removed permanently from the Camp for a disciplinary reason in which circumstances the full amount of the Camp Fee shall be retained by ESMS

ESMS reserves the right to cancel the Camp up to 7 days before the start date if numbers enrolled have not reached the minimum requirement. A complete refund of the fee will be given, or an alternative Camp will be offered.

## **General contractual matters**

ESMS has a privacy notice which explains how it will use the Parent's and the Child's personal data. The privacy notice is published on the ESMS website. The Parent must read the privacy notices in full and must show it to the Child and discuss it with them before the start of the Camp.

Any event beyond the reasonable control of ESMS or the Parent is a Force Majeure Event including but not limited to such events as:

- an act of God, fire, flood, drought, earthquake or other natural disaster;
- war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
- outbreak of epidemic or pandemic of disease;
- failure of utility service or transportation;

If either ESMS or the Parent is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (Affected Party) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues. The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated



as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parent's statutory rights.

ESMS provides parents with information about the Camp in good faith. This information may be contained in the Camp prospectus / website / promotional literature or in statements made by staff. If the Parent wishes to take account of the information provided to them when deciding whether to book a place on the Camp they should seek specific confirmation from the Camp Manager that the information is accurate before submitting a completed Booking Form.

Only ESMS and the Parent are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

These Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions. If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

This contract was made at ESMS and it, together with each matter relating to the provision of services by ESMS, is governed exclusively by Scots Law and the parties submit to the exclusive jurisdiction of the Scottish Courts.