



## St John's Holiday Camp - Terms and Conditions

### 1 INTRODUCTION AND BOOKING

- 1.1 By submitting your completed Booking Form You agree to these terms and conditions ("Terms & Conditions") subject to Our confirmation of a place for your child at a St John's Holiday Camp ("Holiday Camp", "Camp"),
- 1.2 A legally binding contract between You and St John's is formed on these Terms and Conditions, the Booking Form and Our confirmation of a place.
- 1.3 These terms and conditions together with the Booking Form and confirmation of a place constitute the whole Agreement ("Agreement") made between the parent/guardian ("Parent", "You" or "Your") of the child named on the Booking Form ("Child") and The Saint John's School Foundation (a Royal Charter Company, registered in England Wales with Royal Charter number RC000604 and registered charity number 312064, "St John's", "We", "Our", "Us") and is valid at all times whilst the Child is enrolled on the St John's Holiday Camp.
- 1.4 "The Booking Form" refers to the Online Booking Form provided by St John's for the purpose of booking a place for the Child on the Holiday Camp.
- 1.5 "Camp Fees" refers to the sum payable by the Parent for the Child to attend the Holiday Camp. Camp Fees are published on the Booking Form.
- 1.6 "Programme" refers to the Programme of Activities that will be undertaken during the Holiday Camp.

### 2 ELIGIBILITY, AND PAYMENT

- 2.1 Subject to clause 2.2 below, children aged 8 to 16 years may attend a Holiday Camp operated by St John's.
- 2.2 The Child's place at the Holiday Camp is subject to:
  - 2.2.1 the availability of a place;
  - 2.2.2 the maximum permitted number of children not being exceeded;
  - 2.2.3 a minimum of 43 children enrolled to participate in the Holiday Camp.
- 2.3 Places on the Holiday Camp are allocated on a 'first come, first served' basis upon completion of the Booking Form and confirmation of the place by the School and receipt of full payment of Fees by the deadline specified in these terms and conditions. If a place is not available the Child will be placed on a waiting list. In the eventuality that a place on the Holiday Camp does later become available, the Parent will be notified by email, and the place will be held for acceptance for up to seven days after which time it will be withdrawn.
- 2.4 The Child shall not be permitted to participate in the Holiday Camp unless and until the Camp Fees have been paid in full and received by the School no later than 7 days after the date on which We confirm the Child's place. Payment must be made by bank transfer, to the following bank account:

Bank: HSBC

Sort Code: 40 27 07

Account Number: 90724521

Account Name: St John's School Foundation

Reference: HC [Child surname]

- 2.5 Time is of the essence in relation to payments by You and the School reserves the right to terminate this Agreement immediately if You fail to pay by the deadline specified in clause 2.4 above.
- 2.6 You acknowledge that We are unable to accept childcare vouchers and that staff and sibling discounts are not applicable to Camp Fees.

### **3 CANCELLATION**

- 3.1 You have a fourteen (14) calendar day cancellation period ("Cancellation Period") to change your mind and cancel the Child's place on the Holiday Camp. The Cancellation Period will expire after 14 days from the day after the School confirms the Child's place. Our Cancellation Notice and Form are published on the website.
- 3.2 Should You wish to cancel a Child's place once the Cancellation Period has expired and on or before twenty-one (21) calendar days of the commencement of the Holiday Camp, We shall retain fifty percent (50%) of the Camp Fees.
- 3.3 If You cancel a Child's place on a Holiday Camp outside of the Cancellation Period and within twenty-one (21) calendar days before the commencement of the Holiday Camp, We shall retain the full Camp Fees.
- 3.4 In the event that a Child is unable to attend a Holiday Camp due to sickness or injury, a refund may be issued at the discretion of St John's, subject to the receipt of a relevant medical certification.
- 3.5 In the event that the School has to cancel the Holiday Camp, for example due to numbers below the minimum participant number set out in clause 2.2.3 above, the School will inform You directly. A full refund of any payment made will be made to You. You accept and understand that in all cases of cancellation of the Holiday Camp the School cannot be held responsible for any associated costs beyond fees already paid to the School
- 3.6 Should the Holiday Camp be unable to run due to an event beyond Our reasonable control such as Government Covid-19 restrictions, act of God, flood, storm, war, riot, civil unrest, act of terrorism, strikes or industrial disputes, a full refund of Camp Fees will be made by the School.

### **4 USE OF PERSONAL INFORMATION**

- 4.1 The personal data (as it is defined in the Data Protection Act 2018) of a Child and/or Parent will be processed by St John's in accordance with our Holiday Camp Privacy Notice. A copy of this can be found on the St John's website <https://www.stjohnsleatherhead.co.uk/holidaycamp2021> or requested from the school [school@stjohns.surrey.sch.uk](mailto:school@stjohns.surrey.sch.uk)
- 4.2 All intellectual property created during a Holiday Camp is owned by St John's.

### **5 HEALTH AND SAFETY**

- 5.1 Save where stated to the contrary elsewhere in these terms and conditions, the Parents accept that the Child will participate in the Holiday Camp at their own risk. The Parents shall inform St John's of any existing health issues or medical conditions when completing the Booking Form and at any time thereafter until the end of the Holiday Camp. Any changes to such information must be notified to St John's immediately in writing.
- 5.2 If you are unsure whether a Child should participate in any activity, please consult the Child's GP before submitting the Booking Form.
- 5.3 If You do not wish the Child to partake in any particular activity, You must inform St John's in writing at the time of booking or specify this on the Booking Form.
- 5.4 You accept that Your Child is responsible for any medication brought onto the School premises. Medication must be clearly labelled and the Child should, unless St John's has agreed in writing otherwise, be able to administer it themselves.

- 5.5 If a Child is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details provided on the Booking Form. This number must always be contactable whilst the Child is attending the Holiday Camp. Parents are solely responsible for ensuring that the emergency contact details on St John's records are up to date. You consent to the Designated First Aider to act on Your behalf to authorise emergency medical treatment as necessary for Your Child's welfare in the event You cannot be contacted in time.
- 5.6 You shall ensure that the Child wears appropriate footwear and clothing for each activity during the Holiday Camp, including waterproof clothing.
- 5.7 In hot weather, and if the Child is participating in outdoor activities You will ensure that the Child is wearing sun cream and has a bottle of sun cream with them to top up their protection at appropriate intervals throughout the day. A sun hat is recommended.
- 5.8 The School does not provide food or other refreshments during the Holiday Camp and the Parents shall ensure that the Child has sufficient food and drinks for each day of the Holiday Camp and shall provide the Child with a refillable water bottle. Please be advised that the Holiday Camp is nut-free and You shall inform Us of any nut allergy of the Child.
- 5.9 The Parents shall comply and ensure that the Child complies with the reasonable requirements of St John's in compliance with its obligations under Covid-19 related local health protection recommendations or government guidance in force from time to time. This may include a requirement for the Child to remain at home. You shall ensure that unless exempt the Child has a suitable face covering to wear and that the Child has a small bottle of hand sanitiser during the Holiday Camp.

## **6 PERSONAL PROPERTY**

- 6.1 You agree that the Child is responsible for the security and safe use of all their personal property including money, mobile electronic devices, locker keys, watches, and sports equipment, and for property lent to them by the School. You are responsible for insurance of the Child's personal property whilst attending the Holiday Camp.

## **7 LIABILITY AND DISCLAIMER**

- 7.1 The School will exercise reasonable care and skill in arranging and conducting the Holiday Camp. However, unless negligent or guilty of some other wrong doing causing injury, loss or damage to the School cannot assume responsibility or liability for any damage, loss, claim or injury of any kind whatsoever resulting from any act of omission, commission or inadvertence of any carrier or other company or person rendering any of the services required as part of the Holiday Camp. Nor can the School be responsible for the Child if they leave the Holiday Camp without consent or if the child breaches policy, procedure or the rules of the Holiday Camp and in doing so suffers loss or injury.
- 7.2 To the maximum extent permitted by law, the School excludes liability for any loss or damage of any kind howsoever arising, including, without limitation, any direct, indirect or consequential monetary or other loss suffered by You or the Child as a result of the Child taking part in the Holiday Camp but if the School is held by an English court to be directly responsible for any such loss or damage, it will pay up to an amount equal to the Camp Fees paid to the School in respect of such loss or damage suffered by You or the Child.
- 7.3 Nothing in these Terms and Conditions shall exclude any liability of the School for death or personal injury arising from its own negligence nor affect any rights which You have as a consumer or otherwise or which may not be excluded or limited under any applicable law.
- 7.4 The full cost of repairing any damage caused by the Child to St John's property or equipment, or to the personal property of another Child, will be charged to the Parent. The Parent agrees that such payments to repair damage caused will be made by the Parent in full by bank transfer.

## **8 COMPLAINTS**

- 8.1 If You are not happy with any aspect of the St John's Holiday Camp experience, You must let St John's know in writing at the earliest opportunity so that We have the opportunity to investigate and report our findings to You.

## **9 CHILD BEHAVIOUR**

- 9.1 You warrant that the Child will, at all times when in the care of St John's Holiday Camp staff, follow the Holiday Camp Rules on behaviour and discipline as set out in the Holiday Camp Rules which are available via the School website. Parents shall ensure that they and the Child have read the Holiday Camp Rules before the commencement of the Holiday Camp.
- 9.2 If the Child does not follow the Holiday Camp Rules, You agree that St John's may impose a sanction including temporary exclusion where the St John's considers the Child's behaviour to be unacceptable or permanent exclusion from the Holiday Camp for very serious breaches of the Camp Rules.

## **10 PHOTOGRAPHS OR IMAGES**

- 10.1 St John's may obtain and use photographs or images (including video recordings) of the Child for:
- 10.1.1 use in the School's Holiday Camp promotional material such as the website or social media;
  - 10.1.2 press and media purposes;
  - 10.1.3 instructional purposes as part of the Holiday Camp.
- 10.2 St John's may seek specific consent from the Parent or the Child before using a photograph or video recording where We consider that the use is more privacy intrusive.

## **11 GENERAL**

- 11.1 St John's reserves the right to make changes to the timetable, the staff, and/or the advertised Programme in the event of changing national restrictions, illness, or other circumstances beyond our control.
- 11.2 The Child must be collected on time at the end of each day. St John's will require payment of a late collection charge if You do not collect Your Child until after the published hours of the advertised extended day.
- 11.3 Parents wishing for their Child to attend the extended day must make their intentions known at the point of booking. St John's may not be able to offer this provision if it is requested after this time.

## **12 GOVERNING LAW**

- 12.1 These Terms & Conditions constitute the entire agreement between the parties which supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.2 Only the School and You are parties to this Agreement. No third party including the Child shall be able to enforce any provisions of this Agreement.
- 12.3 In the event that one or more of the provisions of the Agreement are found to be unlawful or otherwise unenforceable, those provisions shall be deemed severed from the remainder of the Agreement.
- 12.4 The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.