

Millfield Summer Camp

Terms and conditions

1. Background

- 1.1 Millfield organises a Summer Camp for Children aged 8 to 16 years during the summer holiday in which it provides care and welfare for its Attendees.
- 1.2 Parents/guardians can book a Summer Camp for their child for a period of two to six weeks' duration during the summer holiday period.

2. Interpretation

The following definitions apply in this agreement.

2.1 Definitions:

Booking Form	the booking form to be used by parents/guardians to book a place for their child on a Camp.
Cancellation	the cancellation of the child's place on the Camp which occurs after submission of the application form and before the start of the Camp or the date on which the Child arrives at the Camp.
Camp	the Summer Camp delivered by Millfield to the Attendee in accordance with these terms and conditions.
Camp Fees	the fees applicable to the Camp as shown in the Booking Form. Camp Fees include; accommodation, meals, basic travel insurance, two personal laundry washes per week, most Millfield organised excursions, events and activities unless indicated otherwise. Camp Fees do not include transport to and from an airport/Eurostar terminal which will be charged separately to the Parent and after the application of any agreed discounts. The fees are considered to be VAT exempt. We reserve the right to charge VAT in addition to the stated fee
Camp Manager	The manager of the Camp as appointed by the Director.
Designated Safeguarding Lead / DSL	The designated safeguarding lead or in their absence the deputy designated safeguarding lead of Millfield.
Director	The Director of the Millfield Enterprises as appointed by the Governing Body of Millfield.
Millfield	Millfield, a charitable company incorporated by guarantee with company number 00522385 and charity number 310283, and having its registered office at Millfield, Street, Somerset, BA16 0YD, being the provider of the Camp.
Parent or You	Parent or legal guardian of the Child.
Attendee	the Child/Young Person named on the Booking Form submitted by the Parent

3. Booking a place on a Camp

- 3.1 To book a place on a Camp the Parent of a prospective attendee must complete in full and submit a Booking Form. The Parent understands that a place on a Camp is subject to availability and Millfield being able to meet the needs of the Attendee during the Camp and confirmation of the place by Millfield.
- 3.2 A legally binding contract between the Parent and Millfield for the provision of the Camp to the Attendee will be formed on the basis of these terms and conditions and the completed Booking Form when Millfield confirms the Attendee's place on the Camp.
- 3.3 Millfield will confirm the Attendee's place on the Camp if a place is available and after the Parent has submitted a fully completed medical questionnaire accessed at the time of booking and has paid the deposit as shown on the Booking Form.

4. Camp dates and change of Camp options

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



4.2 Once the Camp has started the Attendee shall be permitted to change camp option only with the prior written agreement of the Camp Manager and subject in any event to availability. If a change of camp option is permitted it will be only to an option of the same duration.

4.3 If a change of Camp option is permitted under clause 4.2 above a 200 GBP administration fee will be charged. The Parent shall be required to pay any supplemental charges applicable to the new Camp option. As it may not be possible to reallocate a place on an additional option on the original Camp Millfield shall not refund the applicable supplemental charges to the Parent if the Attendee transfers to a new camp option.

5. Fees

5.1 Once the Attendee place on the Camp is confirmed the Camp Fees will be payable before the date specified by Millfield on confirmation. If payment is not made in full before the date specified Millfield shall immediately terminate this agreement and retain the deposit paid and returning any part payment of Camp Fees to the Parent. If You have a query relating to the Camp Fees they must be paid in full by the specified date. Millfield and You shall co-operate in good faith to resolve the query.

5.2 Any payment to Millfield must be made in Sterling and in full as cleared funds, by cheque, BACS, debit card or credit card.

5.3 In the event of circumstances beyond the reasonable control of Millfield it reserves the right to vary the Camp Fees to an extent that reflects such circumstances. Millfield will endeavour to provide the Parent with as much notice of a variation in Camp Fees as is reasonable in the circumstances.

5.4 The fees are considered to be VAT exempt. We reserve the right to charge VAT in addition to the stated fee.

6. Millfield's obligations

6.1 Millfield shall:

6.1.1 organise the Camp and its delivery in a way which, in the professional judgement of the Director, is most appropriate to the Camp as a whole and as may be required to make changes or provide alternative substitutes, including accommodation provided to the Attendees, at any time on notice to the Parent;

6.1.2 exercise reasonable care and skill in providing care to the Attendee during the Camp. Millfield cannot accept any responsibility for the welfare of the Attendee 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 staff;

6.1.3 maintain those insurances as required by law;

6.1.4 make reasonable attempts to contact You if the Attendee requires urgent medical attention while in the care of Millfield. If after reasonable attempts Millfield is unable to contact You, You consent to the Director or other member of staff authorised by the Director to consent on your behalf to the Attendee receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Attendee welfare.

7. Parent's obligations

7.1 The Parent shall:

7.1.1 Pay the Deposit, Camp Fees and any other fees, charges and costs by the date specified by Millfield;

7.1.2 Ensure that You have read and the Attendee understands the Camp rules and applicable policies which can be found at <https://www.millfieldenterprises.com/policies-downloads> and the Camp guide which will be sent to you as part of the formal confirmation.

7.1.3 Ensure that the Attendee knows that they must:

(a) behave responsibly and with consideration to others;

(b) abide by the Camp rules and policies and the consequences for failing to do so;

(c) follow reasonable instructions given by staff or by the staff of any establishment visited (including accommodation providers) or by any activity instructors;

(d) observe and respect the laws, rules and traditions of England;

(e) maintain their accommodation in a clean and tidy state throughout the Camp and, at the end of the Camp, to leave accommodation in the same condition of cleanliness, tidiness and repair as on the date immediately prior to the commencement of the Camp (fair wear and tear excluded).

(h) if the age of 15 years or over can have a small amount of free time during an offsite trip or excursion for shopping or to explore a specified area. In this instance attendees must, remain in a group of three or more, return to the designated meeting point every hour to check-in with a staff member and contact a member of staff on the phone number provided if support is required at any time during the free time. Objections to this policy will be respected - please make these in writing to summercamp@millfieldschool.com no later than 72 hours before the Camp start date.

- (i) where attendees are under 12 years of age and attending a Residential Camp at Lights Out hand their Phone or Mobile device to a member of staff who will store this in a safe location until the morning. Objections to this policy will be respected - please make these in writing to summercamp@millfieldschool.com no later than 72 hours before the Camp start date.

7.1.4 Provide the Attendee with sufficient pocket money for use while participating on the Camp. It is strongly recommended that the Parents purchase a pre-paid Debit Card or Credit Card for the Attendee to use in the UK.

7.1.5 Provide the Attendee with the required kit and equipment for participation in the Camp as set out in the Camp guide provided by Millfield in advance of the Camp.

7.1.6 Complete Millfield's medical questionnaire for the Attendee when completing the Booking Form. The purpose of the medical questionnaire is to provide Millfield with information about the Attendee's health and any medical conditions to assist Millfield with any reasonable adjustments required to meet their needs while participating in the Camp.

7.1.7 Comply with the Millfield Medical Officer's or the Designated Safeguarding Leads recommendations which may include a reasonable decision to send the Attendee home at the Parent's expense if he/she is unwell and unable to continue on the Camp.

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

7.1.9 Purchase medical insurance and insurance of the Attendee's personal property for the duration of the Camp. You may also wish to consider additional travel insurance to that included in the Camp Fees but must obtain your own advice on this.

7.1.10 Ensure that the Attendee has the correct immigration permission to enter the United Kingdom to participate in the Camp.

8. Pastoral care

8.1 The Parent shall notify Millfield when completing the medical questionnaire and subsequently in writing if, at any time until the end of the Camp, they are aware or suspect that the Attendee has a special educational need and the Parents must provide Millfield with copies of all written reports and other relevant information. The Attendee's place will be cancelled, or, once the Camp has started, Parents will be asked to withdraw the Attendee from the Camp if in the professional judgement of the Director and after consultation with the Parent and with the Attendee (where appropriate), Millfield is unable to provide adequately for the Attendee's special educational needs. The Parent shall be responsible for all costs of associated with the Attendee's return home.

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

8.3 The Parent consents to such physical contact with the Attendee:

8.3.1 as may accord with good practice; or

8.3.2 as may be appropriate and proper for teaching and instruction; or

8.3.3 for providing comfort to the Attendee in distress; or

8.3.4 to maintain safety and good order; or

8.3.5 in connection with the Attendee's health and welfare.

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

8.4 A variety of visits and other trips will be provided for the Attendee during the Camp. The Parent will be provided with relevant information about these in advance of the Camp, including whether or not the costs are included within the Camp Fees or are charged for separately. By agreeing to be bound by these Terms and Conditions the Parent consents to the Attendee taking part in all visits and other trips during the Camp.

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

8.5.1 email;

8.5.2 the internet; and

8.5.3 mobile electronic devices.

See also the Millfield policy on acceptable use of IT and email <https://www.millfieldenterprises.com/policies-downloads>

8.6 Millfield may obtain and use photographs or images (including video recordings) of the Attendee for:



- 8.6.1 use in the Millfield's promotional material such as the brochure, the website or social media;
- 8.6.2 press and media purposes; or
- 8.6.3 Camp purposes as part of the camp programme or extra-curricular activities.

Please see Millfield's privacy notice for more information about how it uses photographs and videos of Children/Young People. Millfield may seek specific consent from the Parent and Attendee before using a photograph or video recording of the Attendee where Millfield considers that the use is more privacy intrusive.

If a child wishes to take photographs and videos on personal devices during the Camps, 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.

- 8.7 Millfield aims to take a proactive stance on mobile devices in order to understand the Attendees need to connect, but also to actively promote social interaction, improve digital health and promote digital wellbeing within our community. To this end, Attendees will retain possession of their devices throughout the camp day at Millfield. However, there are specific areas and times where they are not to use mobile phones as we want Attendees to engage with one on another on a personal level in an environment that promotes social interaction. We will ensure that Attendees understand expectations with regards to responsible digital use whilst at Millfield. Applicable policies which can be found at <https://www.millfieldenterprises.com/policies-downloads> and the Camp guide which will be sent to you as part of the formal confirmation.

Parents are asked to ensure age-appropriate restrictions are in place on any mobile device their Child brings with them on the Camp.

- 8.8 Where attendees are 12 years old or above they are permitted to keep their phone or mobile device on their person throughout the night. Objections to this policy will be respected - please make these in writing to summercamp@millfieldschool.com no later than 72 hours before the camp start date.
- 8.9 The Parent authorises if their child is aged 15 years or over, they can have a small amount of free time during an offsite trip or excursion for shopping or to explore a specified area. In this instance attendees must, remain in a group of three or more, return to the designated meeting point every hour to check-in with a staff member and contact a member of staff on the phone number provided if support is required at any time during the free time. Objections to this policy will be respected - please make these in writing to summercamp@millfieldschool.com no later than 72 hours before the Camp start date
- 8.10 Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, Millfield does not accept responsibility for accidental injury or other loss caused to the Attendee or the Parent or for loss or damage to their property. While participating in the Camp the Attendee shall be responsible for the security and safe use of all their personal property and for property lent to them by the Millfield.

9. Behaviour and discipline

- 9.1 Millfield attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parent accepts that the Attendee will take a full part in the activities of the Camp, will be well-behaved and will comply with the Camp rules.
- 9.2 Millfield's Camp rules and policies on behaviour and discipline current at the time apply to the Attendee at all times when they are participating in the Camp (including when engaged in online or remote activities), travelling to or from the Camp, on Millfield organised trips or associated with Millfield or the Camp. The Camp rules and 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 Millfield or the Camp into disrepute.
- 9.3 An allegation, complaint or rumour of misconduct will be investigated. The Attendee may be questioned and their accommodation or belongings may be searched in appropriate circumstances. The Parent will be informed that the Attendee may face formal disciplinary action. If under the Millfield's disciplinary policy a disciplinary meeting with the Camp Manager or the Designated Safeguarding Lead is required before a decision is taken, Millfield will make reasonable efforts to notify the Parent so that they can attend via video conference or in person.
- 9.4 The Parent accepts that an appropriate sanction may be imposed by the Camp Manager or the Designated Safeguarding Lead on the Attendee if the Attendee is found to have breached the Camp rules or policies the Camp Manager or the Designated Safeguarding Lead may impose such sanction which may include a requirement to undertake menial but not degrading tasks, detention for a reasonable period, withdrawal of privileges or in the most serious of incidents permanent removal from the Camp. If the Attendee is permanently removed from the Camp there shall be no refund of Camp Fees or deposit and the Parent shall be responsible for all costs associated with the Attendee's return home.

10. Cancellation and termination

- 10.1 If the booking and confirmation of the place are both made entirely at distance by means of post, fax or electronic communication without the Parent meeting face to face with a member of Millfield 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 will be refunded together with any Fees paid pro-rated if Millfield has provided any services under this agreement. Information about the right to cancel and how to cancel is set out in the Camp cancellation notice and form appended to these terms and conditions. If the 14 day cancellation period applies on any day after the start date of the Camp the Parent authorises Millfield to provide services to the Attendee while the cancellation period continues.
- 10.2 If the Parent wishes to cancel the Attendee's place and terminate this contract at any time after the expiry of the 14 day cancellation period described in clause 11.1 (if applicable) they shall do so by providing written notice to the Director. If the Parent cancels the place and terminates this contract the following cancellation charges are applicable:
 - 10.2.1 More than three months before the start date of the Camp: no cancellation charge. However, Millfield will retain the deposit.



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10.2.2 Between three months and one month before the start date of the Camp: 50% of the Camp Fee. Millfield will also retain the deposit.

10.2.3 Less than one month before the start date of the Camp: 100% of the Camp Fee. Millfield will also retain the deposit.

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

10.3.1 the Attendee does not have the appropriate immigration permission to enter the United Kingdom and to participate in the Camp;

10.3.2 payment of the Camp Fee is not made in full before the date specified Millfield;

10.3.3 the Attendee is removed permanently from the Camp for a disciplinary reason.

11. General contractual matters

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

11.2 An event beyond the reasonable control of Millfield or the Parent is a **Force Majeure Event** and shall include such events as:

11.2.1 an act of God, fire, flood, drought, earthquake or other natural disaster;

11.2.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;

11.2.3 outbreak of epidemic or pandemic of disease;

11.2.4 failure of utility service or transportation;

provided always that the inability of either party to pay any amount required under this agreement shall not be a Force Majeure Event. If either Millfield 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.

11.3 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.

11.4 Millfield provides parents of prospective Attendees with information about the Camp in good faith. This information may be contained in the Camp brochure / 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 Director that the information is accurate before submitting a completed Booking Form.

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

11.6 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.

11.7 This contract was made at Millfield and it, together with each matter relating to the provision of services by Millfield, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.



Millfield Summer Camp

Cancellation Notice and Form

If your contract with Millfield was formed entirely by means of distance communication (i.e. by post, fax or electronic communication) without a face to face meeting with a member of the Millfield staff you may cancel the contract within 14 days. The 14 day cancellation period will commence on the day following your receipt of Millfield's confirmation of a place for the Attendee on the Camp.

To exercise your right to cancel, you must inform us at Millfield's address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or an email). You may use the attached model cancellation form, or your own wording, if you prefer. You do not have to provide a reason for cancellation when informing Millfield.

To meet the cancellation deadline you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

a) Where we have provided services

If, following confirmation of a place and payment of the deposit, Millfield provides services to the Attendee, and then you choose to cancel the contract before the 14 day period expires, you will be liable to pay to us our reasonable costs. These will be the costs for the actual services provided up to the time you communicate to us your cancellation of the contract, calculated as a proportion of the Camp fees. We will return to you, after deduction of our reasonable costs, the balance of fees and any deposit paid.

b) Where we have not provided services

If you cancel this contract within the 14 day period and we have not provided any services, we will reimburse to you in full any payment of fees and deposit received from you, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel.

We will make any reimbursement due using the same means of payment as you used for payment to us, unless we expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

Reimbursement of payments made

If you have paid to us an amount greater than any costs we have properly incurred, we will reimburse you with the balance, within the timescale and in the manner set out in b) above.

Cancellation form

Cancellation of contract

To the parent:

If you wish to cancel your contract with Millfield within the 14 day period, please notify the Director of Millfield Enterprises, by email, letter, at the Millfield address. Below is some suggested wording.

To: the Director of Millfield Enterprises

Millfield, Street, Somerset England BA16 0YD

I hereby give notice that I cancel my contract with Millfield as set out in:

- the Booking Form
- the Camp *Terms and Conditions*; and
- the confirmation of a place.

Name of parent:

Address of parent:
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.....
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MILLFIELD
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Signed:

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Date:

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