

### **Terms and Conditions**

These Terms and Conditions apply to the Essex International Scout & Guide Jamboree 2024 (EIJ2024).

Please note in particular conditions 7 and 8.

## **Definitions**

**Booking**: A secured place at the Event once the registration form has been submitted and accepted and the deposit has been paid subject to these Terms and Conditions.

Cancellation Period: 14 days after payment of the deposit.

**Deposit Deadline**: 30th June 2023. (Please note this date may be extended at the Organisers' discretion in the unlikely circumstances the Event does not reach full capacity).

**Event Fee**: The fee for Participant Groups

Event: The Essex International Scout and Guide Jamboree 2024.

**Group Leader**: The selected Unit Leader who is responsible for all Participants and other Unit Leaders in their Participant Group.

**Organisers**: Essex County Scout Council (302097), Girlguiding Essex South East (1029086), Girlguiding Essex North East (1050688) and Girlguiding Essex West (1176365), organised by the EIJ2024 Executive Committee.

Participant Group: Unit Leaders and Participants.

Participants: Guides, Scouts, Explorers, or Rangers (aged 10-17 years on 27th July 2024).

Site: A fully operational tented village in Boyton Cross, Roxwell, Chelmsford

**Staff Fee**: The fee for Staff Volunteers

**Staff Volunteers**: Adults (aged 18 or over) who have volunteered to support the Event and are members of the Scout Association or Girlguiding.

**Unit Leaders**: All leaders, and occasional helpers who support the Participants. Unit Leaders must be an adult (aged 18 or over) and members of the Scout Association or Girlguiding.

## **Booking Terms and Conditions**

### 1. Registration

- 1.1 Registration is available for two categories:
  - a) Participant Groups
  - b) Staff Volunteers
- 1.2 To register as a Participant Group, the online Participant Group registration form must be completed.
- 1.3 To register as a Staff Volunteer, the online Staff Volunteer registration form must be completed.
- 1.4 In the event of places on site being limited, places will be allocated to Participant Groups on a first come, first served basis.
- 1.5 Further details on registration deadlines, fees and instructions can be found on the Event website <a href="https://www.eij.org.uk">www.eij.org.uk</a>

### 2. Payment

- 2.1 The Event Fee is £350 per Participant and £150 per Unit Leader.
- **2.2** The Staff Fee is £150 per Staff Volunteer.
- **2.3** The Event Fee **must** be paid in the following instalments:
  - a) A deposit of £75 per person is payable within 30 days of the registration form being submitted or by the Deposit Deadline whichever is earliest;
  - b) A second instalment of £150 per Participant by the 31st October 2023; and
  - c) A final payment of £125 per Participant and £75 per Unit Leader or Staff Volunteer by the 29th February 2024.
- **2.4** The Staff Fee **must** be paid in the following instalments:
  - a) A deposit of £75 per person is payable within 30 days of the Booking being made [or by the Deposit Deadline whichever is earliest].
  - b) The final payment of £75 per Staff Volunteer is required by 29th February 2024.
- **2.5** All payments must be in the form of cleared funds and be made by BACS transfer in GBP to the account detailed on the registration form.

### 3. Booking Requirements

- 3.1 All Participant Group Bookings require the Group Leader to be present for the duration of the Jamboree.
- 3.2 The Group Leader must:
  - a) Ensure that all Unit Leaders comply with the requirements of Girlguiding or The Scout Association, including but not limited to:
    - i. Safeguarding, including the need for DBS checks.
    - ii. Mandatory ongoing training.
    - iii. Unit Leader to young-people ratios for each section.
    - iv. REN form completion or Night Away Permit requirements for an event on a 'campsite'. (or the national equivalents as applicable).

3.3 Staff Volunteers must ensure that they are compliant with the requirements of Girlguiding or the Scout Association, including but not limited to safeguarding (including a DBS check) and mandatory ongoing training or their national equivalent.

## **Event Terms and Conditions**

#### 4. Event Details

- 4.1 The Event runs between Saturday 27th July 2024 and Saturday 3rd August 2024.
- 4.2 The Event is open to:
  - a) Participants
  - b) Unit Leaders
  - c) Staff Volunteers

#### 5. What is Included?

- 5.1 For Participant Groups, the Event Fee covers access to the Jamboree for 7 days, all elements of the Participant programme and site fees whilst at the Event. The Event Fee does not include travel to and/or from the Event, the provision of food, personal or Participant Group equipment, fuel for catering or catering equipment.
- 5.2 For Staff Volunteers, the Staff Fee covers the access to the Jamboree for the duration of your role. It includes all site fees whilst at the Event and food (cooked and served). Staff Volunteers will agree their start and end dates with their line manager. The Staff Fee is payable irrespective of the duration of your stay. The Staff Fee does not include travel to and/or from the event, or the provision of personal equipment.
- 5.3 The Organisers reserve the right to alter or vary the programme due to events or circumstances beyond its control without being obliged to refund monies. This can include changes to publicised activities.

## 6. Staff and Participant Group Obligations

- 6.1 The Group Leader must:
  - a) Agree to be the responsible person for all Participants under the age of 18 in their Participant Group;
  - b) Be responsible for ensuring the welfare, health, and safety of everyone in their Participant Group
- 6.2 The relevant Girlguiding or Scouting residential ratios for each Participant Group must be adhered to and the Organisers advise each Participant Group to have a minimum of 3 Unit Leaders. Unit Leaders should be kept to a minimum to ensure maximum numbers of Participants on site.
- 6.3 Failure by Participant Groups, Participants, Unit Leaders, or Staff Volunteers to abide by the rules of Girlguiding or The Scout Association, or the event-specific rules will be dealt with by the Organisers under the rules of Girlguiding or the Scout Association. This could include Participant Groups or individuals not being allowed on site or being removed from the site with no refund.
- 6.4 Further event-specific rules/policies, as published on www.eij.org.uk, will also apply for the safety, wellbeing and efficient functioning of the Event at the discretion of the Organisers.

## **General Terms and Conditions**

### 7. Cancellation and Refund Policy

- 7.1 All deposits are non-refundable.
- 7.2 Bookings are not refundable after the end of the Cancellation Period and all further instalments will remain due and payable.
- 7.3 Participant Groups may exchange one Participant for another, provided their overall numbers are unaffected.
- 7.4 Please be assured that the Organisers will remain vigilant to global changes 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.
- 7.5 If the Organisers need to cancel the Event due to circumstances beyond their control, money will be refunded to the extent that it has not already been spent or committed to be spent. This is likely to mean that, in some circumstances, no Event Fees or Staff Fees can be refunded. Such circumstances may include but are not limited to an outbreak of a public health concern.

### 8. Liability

- 8.1 Group Leaders are responsible for ensuring all members of their Participant Group have:
  - a) adequate travel and other insurance for attending the Event; and
  - b) all necessary passport, visa and other immigration requirements.
- 8.2 The Organisers are responsible for foreseeable loss and damage caused by them if they fail to comply with these Terms and Conditions or fail to exercise reasonable care and skill.
- 8.3 The Organisers are not responsible to any Participant Groups or Staff Volunteers for any loss and/or damage caused by your failure to comply with these Terms and Conditions and any rules/policies mentioned in condition 6, or any loss and/or damage that was not foreseeable.
- 8.4 The Organisers are not responsible for any damage, theft or loss caused to personal property brought into the Event.
- 8.5 References to liability in this condition 8 include every kind of liability arising under or in connection with these Terms and Conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.6 Nothing in this condition 8 shall limit any payment obligations set out in these Terms and Conditions.
- 8.7 Nothing in the Terms and Conditions limits any liability which cannot legally be limited, including liability for:
  - a) Death or personal injury caused by negligence.
  - b) Fraud or fraudulent misrepresentation.
  - c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession.

### 9. Waiver

- **9.1** In making a Booking all Participant Groups accept that:
  - a) the activities provided at the Event may require a reasonable level of fitness and ability, and

- that participation in these activities entails risk which could result in physical or emotional injury, or damage to property or to third parties.
- b) participation is voluntary and any risks existing in the activities offered will be assumed by the Participant Group
- c) they must comply with all the safety rules and advice received prior to any activities.

## 10. Data Protection

- 10.1 The Organisers will only use your personal data for administrative purposes which include the following:
  - a) To register you as a Participant, Unit Leader or Staff Volunteer.
  - b) To manage your relationship with us.
  - c) To improve The Event website, services and marketing.
- 10.2 Full details of how photography, videos, and audio at the Event will be used are listed on the registration form.
- 10.3 The Group Leader of each Participant Group entering data on the behalf of others must confirm they have obtained their consent or their parental consent for us to hold their data.
- 10.4 If you do not consent to having your photo taken, being filmed, or being recorded at the Event, then it is your own responsibility to avoid this. Additionally, if a Participant does not consent, it is the responsibility of the Group Leader to ensure they are not photographed, filmed, or recorded.
- 10.5 Data held will not be disclosed to anyone outside of Girlguiding or the Scout Association, or any other companies with which Essex International Jamboree 2024 has arranged services for your benefit.
- 10.6 Under certain circumstances, you have rights under data protection laws in relation to your personal data including the right to receive a copy of the personal data the Organisers hold about you and the right to make a complaint at any time to the Information Commissioner's Office, the UK regulator for data protection issues (<a href="www.ico.org.uk">www.ico.org.uk</a>).
- 10.7 If you are looking for more information on how The Organisers process your personal data including on data security, data retention and lawful processing bases, please access the Event website *privacy policy* www.eij.org.uk.

#### 11. Miscellaneous

- 11.1 These Terms and Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter.
- 11.2 Each party acknowledges that in agreeing to these Terms and Conditions it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Terms and Conditions.
- **11.3** These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 11.4 Each party irrevocably agrees that the courts of England and Wales shall have exclusive

jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

# 12. Changes to these Terms and Conditions

If it is necessary to vary or update these Terms and Conditions, the Organisers will publish the updated version to the Event website indicating the date of the change.