

SUMMER CAMPS BOOKING FORM

Camp Title							
Dates	Arrival Date			Departure Date			
Organisation							
Organiser's Name			Position				
Address (inc Postcode)			Invoice Address (if different)				
Contact No			Mobile				
Email							
Additional Contact			Mobile				
Party Details	Minimum Number		Maximum Number		TOTALS		
	Male	Female	Male	Female	Min	Max	
10-13s 12-14s							
12-14s 14-16s							
Special Requirements (Must be finalised at least 30 days	refundable bookii			ill be confirmed on p	ayment of the	non-	
estimated arrival and Departure Times	Arr Please give flight details: (Costs for Transfer from Edinburgh or Glasgow Airports will be advised at time of booking) Dep						
Additional Requests/Information							
Declaration	booking request which accompar	and that I have red	ad, understood o e to Strathallan	half of the above and agree to abide School using the in J.	by, the Terms	& Conditions	
Signature							
Name			Date				



SUMMER CAMPS BOOKING FORM

Terms & Conditions for Academic Summer Camps

In this Agreement:

"Booking" means the reservation of the Services, as set out in the Agreement with School:

"Booking Form" means this Agreement which is to be completed and signed by the Client when requesting the use of the Services;

"Pupil" means a person included in the number of attendees provided by the Client in the Booking Form;

"Deposit" means the non-refundable sums payable by the Client to the School to secure the reservation of the Services, as described in clause 4 of this Agreement;

"Force Majeure Event" means any circumstance not within the School's reasonable control and which affects the performance of the School's obligations under this Agreement including but not limited to: action taken by the government or local authority; any labour or trade dispute; strikes; industrial action or lockouts; fire; flood; storm; earthquake or disaster;

"Client" means the person and/or organisation submitting the Booking Form;

"Client's Personal Information" information about the Client collected by the School in accordance with clause 11.1.1;

"Arrival Date" means the first day of the Specified Period;

"Premises" means the buildings and grounds within which the Services are provided;

"School" means Strathallan School, Forgandenny, Perth PH2 9EG (also trading as Freeland Services Ltd);

"Services" means the provision of service as agreed in the Agreement; *"Specified Period"* means the periods for the provision of the Services as detailed in this Agreement;

"Year" means each calendar year from 1 January to 31 December both dates inclusive.

1. <u>Basis of the Booking</u>

- 1.1 The School may, at its absolute discretion, refuse to provide the Services and shall not be obliged to give a reason for so doing.
- 1.2 The School shall provide and the Client shall purchase the Services in accordance with the Booking Agreement, subject, in any case, to this Agreement, which shall govern the Booking Agreement.
- 1.3 No variation to this Agreement will be binding unless agreed in writing between the authorised representatives of the Client and the School.
- 1.4 The School's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the School in writing. When entering into the Booking Agreement, the Client acknowledges that it does not rely on and waives any claim for breach of any such unconfirmed representation.

2. Making a Booking

- 2.1 No Booking made by the Client shall be deemed to be accepted by the School unless the booking fee has been paid see sub para 4.1.1 and written confirmation of the Booking has been issued by the School's authorised representatives.
- 2.2 The Client will be responsible to the School for the accuracy of the information it provides in this Agreement and for giving the School any necessary information relating to the Services as detailed in clause 2.4, to enable the School to perform the Booking Agreement in accordance with these Conditions.

- $2.3\,\,$ Upon completing this Agreement, the Client must confirm the number of Pupils attending.
- 2.4 The Client must provide to the School, at least 21 days before the Arrival Date:
 - 2.4.1 a list of the names of the Pupils;
 - 2.4.2 a completed registration form for each pupil.
 - 2.4.3 A completed health form for each pupil
 - 2.4.4 any special dietary requirements;
 - 2.4.5 special accommodation requirements

3. Price of the Services

- 3.1 The price of the Services shall be that quoted in writing to the Client by the School.
- 3.2 The price for the Services is exclusive of any applicable Value Added Tax, which the Client shall be additionally liable to pay the School.
- 3.3 Except as otherwise stated under any quotation and unless otherwise agreed in writing between the Client and the School, all quotations of price will be valid for a period of 28 days from the date of the quotation.
- 3.4 The standard price of the Services is based upon full board i.e. standard dinner, breakfast and lunch, served cafeteria style in the School's dining facility, within standard meal times. Accommodation consists of a single bed, made up with sheet, duvet & duvet cover and one pillow & pillowcase. All classes, teaching and activities as agreed in writing by the School.
- 3.5 Additional Charges may apply. These include airport transfers and weekend trips. The Client will be informed of the level of any charge in writing, once these additional charges have been determined.

4. Terms & Conditions of Payment

- 4.1 Subject to any special terms agreed in writing between the Client and the School:
 - 4.1.1 the Client shall pay, upon signing the Booking Form, a deposit (booking fee) based on 10% of the total price charged for the Booking based on the minimum number stated on the booking form.
 - 4.1.2 the School shall invoice for the price of the Services (less any deposits paid,) 30 days prior to the Arrival Date, based on the Information given to the School by the Client in accordance with clause 2.4. The Client shall pay this invoice, prior to the Arrival Date. If full payment is not received before the Arrival Date the School reserves the right to cancel the Booking.
 - 4.1.3 All fees for any booking made within 30 days of the Arrival date must be paid by return for booking to be accepted.
 - 4.1.4 All charges noted in sub-paras 4.1.1 to 4.1.2. must be paid by the Client within 2I days of the date of the invoice 4.1.5 the School shall invoice the Client after conclusion of the Camp for any Additional Charges incurred during the Camp. Such charges must be paid by the Client within 2I days of the date of the invoice.

5. The Client's Obligations

- 5.1 The Client shall:
 - 5.1.1 ensure that Pupils are informed of any rules and regulations made available by the School.
 - 5.1.2 conduct all appropriate risk assessments prior to the Arrival Date; and

- 5.1.3 appoint a person to liaise with the School prior to arrival and provide the School with the name of this person at the time of Booking.
- 5.2 The Client will ensure that the Pupils shall:
 - 5.2.1 comply with any direction given by any representative of the School or any officer in relation to any Health & Safety compliance;
 - 5.2.2 leave the School campus if so requested by the School if, in the reasonable opinion of the School, the Client and/or the Pupil(s) cause material nuisance, damage, disturbance, annoyance or inconvenience to the School, its staff, its (core) pupils or visitors. In such circumstances, the School will be under no liability to the Client or the Pupil in respect of the price or compensation for any costs or damage which may be incurred by the Client or the Pupil and the Client agrees to indemnify the School against any such claim by any such Pupil; and
 - 5.2.3 ensure that any electrical appliances brought by the Client or the Pupils and used are safe and in good working order and used in a safe and appropriate manner.
- 5.3 The Client shall confirm that all staff accompanying the group have undergone the appropriate background checks
- 5.5 This Agreement and the Booking Agreement is limited to the Client and does not extend to third parties unless specifically authorised in writing in the course of the Booking.

6 <u>Cancellations</u>

- 6.1 In the event of the Client cancelling the Booking the booking fee will be forfeit and any other fees paid if appropriate.
- 6.2 In the event that the School secures a substitute booking the Client will be refunded subject to the following deductions:
 - 6.2.1 booking fee as per 4.1.1;
- 6.3 Where a booking fee and/or deposit invoice has been issued but remains unpaid, this invoice will also be required to be paid in the event of any reduction in numbers.
- 6.4 The School shall be entitled to cancel a Booking in the following circumstances which are to be treated as a material breach:
 - 6.4.1 the School is of the opinion that the Booking might prejudice the reputation of the School;
 - 6.4.2 the Client becomes insolvent, goes into administration or the Client is in any other way rendered unable to pay its debts;
- 6.5 In a Force Majeure Event, the affected party will notify the other party, providing appropriate written evidence if required. Any reimbersment/payment of fees will be discussed at this point to the satisfaction of both parties.

7 Arrival and Departure

7.1 The Client will agree arrival and departure times in writing to the School

8 Alterations to Bookings

- 8.1 The School reserves the right to offer an additional choice of Services, in a Force Majeure Event.
- 8.2 Under sub para 8.1. the School reserves the right to amend the Booking Agreement price and/or Services where significant amendments to the Booking Agreement are made by the Client and/or expected number of Pupils.

Eiability

9.1 The School does not accept any responsibility or liability whatsoever for the loss or damage to articles left on the Premises and accepts no responsibility for personal injury to Pupils, visitors or guests whilst on the Premises, unless caused by acts or omissions of the School its employees or agents.

9.2 The Client shall:

9.2.1 Indemnify the School against all actions, claims and demands which may be brought against the School, either at common law or otherwise, by reason of any accident or injury to any person or damage or loss of property in or upon School grounds, other than any death, accident or injury caused by the negligence of the School; and

- 9.2.2 have in place appropriate and comprehensive insurance cover in respect of death, personal injury, loss and/or injury to any Pupil (and/or that Pupil's property). The School shall be entitled to require evidence of such cover, at any time.
- 9.3 The Client shall be liable for any damage caused to the property, contents or grounds of the School by its Pupils, agents or employees and shall reimburse to the School upon demand, all costs incurred as a result of any such damage, expenses and losses.

10 Fire Safety

10.1 The School will ensure that all Pupils are briefed on evacuation instructions which are posted throughout the School.

11 Data Protection

- 11.1 Any Information that the Client provides to the School in the Booking Agreement, shall be treated as confidential and the following provisions apply to that information:
 - 11.1.1 The Client authorises the School to use, store or otherwise process any the Client's Personal Information which relates to and identifies the Client, including, but not limited to name and address, to the extent necessary to provide the Services. Personal correspondence such as emails or letters sent to the School may be collected by the School into a file specific to the Client.
 - 11.1.2 The Client must ensure that the Client's Personal Information provided is accurate and complete and that all the Client's Personal Information provided to the School contains the Client's correct name, address and other requested details.
 - 11.1.3 The Client agrees to the processing and disclosure of the Client's Personal Information for the purposes of the Services. If the Client wishes to review or modify any part of the Client's Personal Information, the Client should contact School.
- 11.2 The Client must have the prior consent of any participant on the course for the transfer of personal data to the School. The Client must also have informed the participant that the School will retain any such information until the agreement is satisfactorily concluded.
- 12 <u>Please Note</u> that the execution of this Agreement does not confirm the Booking. The Booking is confirmed upon payment of the Booking fee and execution of the Booking Agreement.

13 Law

The Agreement shall be governed by and interpreted in accordance with Scottish law and the Client and the School both submit to the jurisdiction of the Courts of Scotland.