

**Camp QE**  
**TERMS AND CONDITIONS**

**1. About us**

We are Queen Ethelburga's College Limited, a company registered in England and Wales with company number 02573843. Our registered office is at Thorpe Underwood Hall, Thorpe Underwood, Ouseburn, York, YO26 9SZ. Our contact details are given below.

**2. About this document**

- 2.1. When you make your booking you will be required to provide various details via our website ("**Registration Form**"). This document sets out the terms and conditions on which we will provide the child named by you on the Registration Form ("the **Attendee**") with a Camp QE place.
- 2.2. This document forms part of our contract with you. The other documents which make up the contract are:
  - 2.2.1. the completed Registration Form;
  - 2.2.2. the <<Camp QE Cancellation Policy>>; and
  - 2.2.3. the << Attendee Code of Conduct and Rules>>
- 2.3. You confirm that you are the parent or guardian of the Attendee and acknowledge that by accepting these Terms and Conditions you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or any document expressly referred to in them.

**3. Booking and payment**

- 3.1. Our website pages will guide you through the steps you need to take to place an order to book a place for the Attendee on Camp QE. Our website order process allows you to check and amend any errors before submitting your booking. Please take the time to read and check your order at each page of the order process.
- 3.2. By placing your order on our website you confirm and authorise payment of the purchase price to be taken by us (or our agents, contractors, subcontractors, officers or employees) from or in accordance with your chosen method of payment and accordingly instruct us to take such payment. For the avoidance of doubt payment may be taken at the time you place your order.
- 3.3. We only accept orders after we have considered them and you have provided us with all information required from you (including any additional documents requested to be supplied). We will contact you to confirm we've received your order and we will contact you again to confirm we have accepted it. Once we receive your Registration Form (together

with any additional documents referred to in the Registration Form) we will confirm the Camp QE booking.

- 3.4. You are responsible for ensuring that all information you provide us with is complete and accurate at the time of booking (or, if we later request information, at the time it is provided) and continues to be complete and accurate throughout the term of this contract. You will immediately notify us of any changes to the information provided. We reserve the right to amend our charges as a result, and may recover from you any additional costs or expenses as a result of any inaccurate or incomplete information you provide.
- 3.5. Sometimes we reject orders. When this happens, we let you know as soon as possible and refund any sums you have paid.
- 3.6. It is always possible that, despite our reasonable efforts, some of the programmes and services on our site may be incorrectly priced. If you discover an error in the price of the Camp QE place you have ordered please contact us. If the price displayed on our website and charged to you is incorrect, we may terminate the contract and give you a full refund. We shall not be liable to you for any amount other than the amount paid to you by us.
- 3.7. Where we are obliged to charge VAT on our fees it will be reflected in the amount you pay at the appropriate rate. If the rate of VAT changes between your order date and the date we supply the service, we may adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 3.8. All payments must be made in in pounds sterling (GBP). We are not responsible for any bank charges you may incur when paying us.

#### **4. Cancellation**

Your right to cancel is explained in the <<QE Camp QE Cancellation Policy>> which you should read carefully.

#### **5. Content and variation**

- 5.1. We will provide Camp QE in all material respects as it is described in our formal offer. While we make every effort to ensure that Camp QE is delivered in accordance with the descriptions provided, it may be necessary or desirable for us to make changes to the course provision or delivery. We may need to do so to appropriately manage our resources, to comply with changes in law or with government guidance in relation to our operations or to react to circumstances outside our control. We therefore reserve the right to make reasonable changes to the timetable or content specified for Camp QE (including, where unavoidable, the cancellation of one or more planned activities) and to make reasonable changes to the content, syllabus and delivery method of Camp QE.

- 5.2. We cannot guarantee that we will be able to accommodate requests to change dates or activities.

## **6. Suspension**

- 6.1. We can suspend the provision of Camp QE. If we do so, we will contact you in advance to tell you we're suspending provision, unless the problem is urgent or an emergency. If we fully suspend Camp QE for the entire period of your booking, or tell you we're going to fully suspend supply, you may cancel the contract and we'll refund any sums you've paid in advance for services you won't receive. If we will only fully suspend the provision of Camp QE for part of the period of your booking, then we shall refund a fair proportion of any sums you've paid to reflect the period for which Camp QE is fully suspended. We shall not be liable to for any cost, expense, claim or liability save for the amounts set out in this clause 6.1.
- 6.2. We can withdraw the provision of Camp QE. We will endeavour to let you in advance of the proposed start date of Camp QE and will refund any sums you've paid in advance for services which won't be provided.

## **7. Medical and other information**

- 7.1. You must tell us if the Attendee has any physical or mental conditions which may affect their ability to participate in Camp QE. You must answer all our medical questions fully and accurately.
- 7.2. We shall not be obliged to accept the Attendee on Camp QE if we reasonably believe that we do not have the expertise, experience, or facilities to properly care for them. In these circumstances we shall have the right to withdraw our offer of a place on Camp QE and we shall return any amount you have paid to us (less our bank charges) for Camp QE.
- 7.3. If the Attendee commences Camp QE with a medical condition which has not been disclosed to us, or if such a condition manifest itself during Camp QE, then, as appropriate, we may decline to accept the Attendee or require the Attendee to leave the Camp QE. In these circumstances no refund of the fee will be provided and it will be your responsibility to organise and pay for any expenses incurred.
- 7.4. You agree to us arranging any emergency treatment or first aid required by the Attendee during Camp QE. Although we will make reasonable attempts to contact you (or to contact such other person named in the Registration Form for this purpose), in emergency situations we may not be able to do so and so you agree that we may arrange and consent to such treatment without making such contact. You agree to reimburse any costs which we incur that cannot be recovered under an existing insurance policy of ours.
- 7.5. Should the Attendee be injured or become unwell, we may decide that no medical treatment is required, or that only general first aid is required. In each case you acknowledge that we are entitled to exercise our reasonable discretion regarding the need for further medical

treatment and that, provided that we have acted reasonably in all the circumstances, you will not hold us liable for any decision not to administer or authorise further medical treatment.

## **8. Insurance**

- 8.1. We will not accept liability for any loss or damage to the Attendee's property. We advise that you insure the Attendee's property against all risks. We do not recommend that the Attendee brings high value items of property to Camp QE.

## **9. Removal of the Attendee**

- 9.1. We reserve the right to restrict or terminate without notice the Attendee's participation in Camp QE if:
  - 9.1.1. the Attendee fails to adhere to the << Attendee Code of Conduct and Rules>>;
  - 9.1.2. the Attendee is otherwise disruptive or behaves in a way that may be a danger to or upsetting for others;
  - 9.1.3. the Attendee is in our opinion is not physically or mentally capable of participating safely in Camp QE;
  - 9.1.4. we have reasonable grounds to believe that the Attendee may be suffering from an infectious disease or other medical issue;
  - 9.1.5. we consider that the Attendee presents a risk to the health, safety, or well-being of any person (including the Attendee) or a risk to the property of any person.
- 9.2. If the Attendee is removed from Camp QE no refund will be provided

## **10. Obligations**

- 10.1. You will co-operate with us in all matters relating to Camp QE and will:
  - 10.1.1. provide to us a timely manner all documents, information, items and materials in any form reasonably required by us in connection with Camp QE and ensure that they are accurate and complete;
  - 10.1.2. comply with and shall ensure that the Attendee complies with all applicable laws and regulations, our policies and procedures (including the Attendee Code of Conduct and other requirements of the Attendee in this contract), as apply from time to time; and
  - 10.1.3. comply with, and ensure that the Attendee complies with any reasonable request by us in the course of Camp QE.

## **11. Damage**

You agree to be responsible for the cost of repairing or replacing any of our property which is damaged or destroyed by the Attendee.

## **12. Data protection and privacy**

- 12.1. We will hold and use information about you and about the Attendee in accordance with our Data Protection and Privacy Policy, a copy of which is available on our website or otherwise on request made to [dpo@qe.org](mailto:dpo@qe.org).
- 12.2. We use photographs and video footage of Camp QE for marketing purposes (on our website, in printed brochures, in other advertising and publicity materials and on our social media channels). These may include images of Camp QE Attendees engaging in activities.
- 12.3. The Registration Form allows you to indicate whether you consent to the Attendee's image being used in:
  - 12.3.1. electronic and printed materials which advertise and/or promote the products and services of Queen Ethelburga's College and which are distributed and used externally (such as in newspaper advertisements);
  - 12.3.2. electronic materials which advertise and/or promote the products and services of Queen Ethelburga's College and which are published on our website; and/or
  - 12.3.3. electronic materials which advertise and/or promote the products and services of Queen Ethelburga's College and which are published on our social media channels.
- 12.4. If you do not tell us explicitly that you consent, we will assume that you do not consent.
- 12.5. You may withdraw consent at any time by sending an email to [dpo@qe.org](mailto:dpo@qe.org). However, you acknowledge and accept that it may not be possible to remove the Attendee's image without cost, expense, or where such is outside of our reasonable control (including changing brochures and other printed material or material which we have sent to third parties such as an advertisement we have sent to a newspaper or external website). You will bear all costs and expenses we suffer or incur in relation to removing and images of the Attendee in circumstances where you withdraw consent that has previously been provided.

## **13. Our liability to you**

- 13.1. We shall be liable to you and/or to the Attendee only for loss or damage which is a foreseeable result of our failing to comply with these Terms and Conditions or to use reasonable care and skill.
- 13.2. We shall not be liable to you or to the Attendee for any failure to carry out, or for any delay in carrying out, any of our obligations where that delay or failure is caused by events beyond our reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving our employees), fire, adverse weather, pandemics, epidemics or disruption resulting from pandemics or epidemics, and national emergencies.
- 13.3. We are not liable to you or the Attendee for something you could have avoided by taking reasonable action, including following our reasonable instructions.
- 13.4. Nothing in these Terms and Conditions excludes or limits in any way our liability to you or to the Attendee where it would be unlawful to do so. This includes liability for death or personal

injury caused by our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of your legal rights in relation to Camp QE.

- 13.5. Provided that we have taken adequate precautions in line with applicable mandatory requirements from UK Government and have not otherwise been negligent, we will not be liable in the event that the Attendee contracts a transmissible disease.
- 13.6. We do not accept any responsibility for belongings (including any cash and valuables) which the Attendee brings to Camp QE. All such belongings are brought to Camp QE at their sole risk.
- 13.7. We do not accept responsibility for any belongings which the Attendee leaves behind at the end of Camp QE. Whilst we will remind the Attendee to pack all their belongings and collect their possessions, we will not accept responsibility if the Attendee loses any items. Any additional costs incurred by us in storing or returning any such property will be charged to you.

#### **14. Other terms**

- 14.1. The contract between us (which comprises the various documents referred to in section 2.2 above) shall be enforceable only by you and by us. You may not transfer, assign, charge or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent. We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We or the new supplier will tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
- 14.2. The contract is the entire agreement between you and us in relation to its subject matter.
- 14.3. If any provision of the 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 shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of the contract.
- 14.4. If we fail to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this will not be a waiver of such rights or remedies and will not relieve you from compliance with those obligations. A waiver by us of any breach by you will not constitute a waiver of any subsequent breach. No waiver by us of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 14.5. No variation of these Terms and Conditions shall be effective unless it is made in writing and signed by or on behalf of us.

- 14.6. All notices you give us in relation to this contract must be given in by email to [campqe@qe.org](mailto:campqe@qe.org).
- 14.7. We will give notices to you by email at the email address you provided in the Registration Form. You must tell us immediately if those details change for any reason.
- 14.8. Notices will be deemed received and properly served 24 hours after an email is sent. In proving the service of any notice, it will be sufficient to prove that such email was sent to the specified email address of the addressee and was delivered to the recipient.
- 14.9. These Terms and Conditions and our contract shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.