

## Millfield Enterprises Camps, Courses and Activities

### Terms and conditions

#### 1. Background

- 1.1 Millfield organises multiple camps, courses and activities including residential camps for children aged 1 to 18 years (throughout the year in which it provides in which it provides sporting and or care and welfare for its Attendees.
- 1.2 Parents/guardians can book a Course, camp or activity for their child for the period specified with in the information advertised on <https://www.millfieldenterprises.com/courses-and-activities>.

#### 2. Interpretation

The following definitions apply in this agreement.

##### 2.1 Definitions:

<b>Booking Form</b>	the booking form to be used by parents/guardians to book a place for their child on a Course.
<b>Cancellation</b>	the cancellation of the child's place on the Course which occurs after submission of the application form and before the start of the Course the date on which the child arrives at the Course.
<b>Course</b>	the Courses, Camps and Activities as advertised on <a href="https://www.millfieldenterprises.com/courses-and-activities">https://www.millfieldenterprises.com/courses-and-activities</a> excluding Millfield Summer Camp and delivered by Millfield to the child in accordance with these terms and conditions.
<b>Course Fees</b>	the fees applicable to the Course as shown in the Booking Form. Course Fees include the items stated within the course programme unless stated otherwise.
<b>Deposit</b>	A non-refundable deposit of £30 per child per course is included in the course fees.
<b>Course Manager</b>	The manager of the Course as appointed by the Director.
<b>Designated Safeguarding Lead / DSL</b>	The designated safeguarding lead or in their absence the deputy designated safeguarding lead of Millfield.
<b>Director</b>	The Director of the Millfield Enterprises as appointed by the Governing Body of Millfield.
<b>Millfield</b>	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 Course.
<b>Parent or You</b>	Parent or legal guardian of the child.
<b>Child</b>	the Child/Young Person named on the Booking Form submitted by the Parent
<b>Lights Out</b>	The designated bedtime when lights should be switched off by Course attendees and as dictated by the Course Lead.

#### 3. Booking a place on a Course

- 3.1 To book a place on a Course the Parent of a prospective child must complete in full and submit a Booking Form. The Parent understands that a place on a Course is subject to availability and Millfield being able to meet the needs of the child during the Course and confirmation of the place by Millfield.
- 3.2 Shortly after submitting your application an e-mail will be sent including a link to our course guides which contain important information. Please inform us of any changes to your e-mail address after submitting an application form.



- 3.3 A legally binding contract between the Parent and Millfield for the provision of the Course to the child will be formed on the basis of these terms and conditions and the completed Booking Form when Millfield confirms the child's place on the Course.
- 3.4 Millfield will confirm the Child's place on the Course if a place is available and after the Parent has fully completed the Booking Form including the Medical Information, Additional Educational Needs and Dietary Requirements section of the Form and has paid the course fee or deposit if applicable as shown on the Booking Form.
- 3.5 If a Course is full, names will be added to a waiting list on a first come, first served basis. Please note that this does not guarantee a place on the course. You will be contacted prior to the course if a place becomes available.

#### **4. Course dates and change of course**

- 4.1 The dates of the Course are set out in the Booking Form.
- 4.2 Once the Course has started the child shall not be permitted to change course.

#### **5. Fees**

- 5.1 Once the child's place on the Course is confirmed the Course 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 any deposit paid. If You have a query relating to the Course Fees, they must be paid full by the specified date. Millfield and You shall co-operate in good faith to resolve the query.
- 5.2 A non-refundable deposit of £30 per child per course is included in the course fees.
- 5.3 Any payment to Millfield must be made in Sterling and in full as cleared funds, by cheque, BACS, debit card or credit card.
- 5.4 In the event of circumstances beyond the reasonable control of Millfield it reserves the right to vary the Course Fees to an extent that reflects such circumstances. Millfield will endeavour to provide the Parent with as much notice of a variation in Course Fees as is reasonable in the circumstances.
- 5.5 The fees are considered to be VAT exempt unless stated otherwise. 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 Course and its delivery in a way which, in the professional judgement of the Director, is most appropriate to the Course as a whole and as may be required to make changes or provide alternative substitutes, at any time on notice to the Parent;
- 6.1.2 exercise reasonable care and skill in providing care to the child during the Course. Millfield cannot accept any responsibility for the welfare of the child while off its premises unless they are taking part in a Course 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 child 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 Child receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the child's welfare.

#### **7. Parent's obligations**

- 7.1 The Parent shall:
- 7.1.1 Pay the Deposit, Course Fees and any other fees, charges and costs by the date specified by Millfield;
- 7.1.2 Ensure that You have read the course guide, and the Child understands the Course rules, a link to which will be noted in the email you receive shortly after submitting your application. Along with the applicable policies which can be found at <https://www.millfieldenterprises.com/policies-downloads>
- 7.1.3 Where a parent is not accompanying a child as part of the Course the child must be toilet independent and have the ability to dress themselves independently. Millfield do not offer intimate care.
- 7.1.4 Ensure that the Child knows that they must:
- (a) behave responsibly and with consideration to others;
- (b) abide by the Course 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) seek permission from staff and any other participants involved if they wish to take photographs and videos on personal devices during the courses,
  - (e) under no circumstances take any photos and videos in any toilets or changing facilities.
  - (f) observe and respect the laws and rules of England;
  - (g) if on a Residential Course, maintain their accommodation in a clean and tidy state throughout the Course and, at the end of the Course, to leave accommodation in the same condition of cleanliness, tidiness and repair as on the date immediately prior to the commencement of the Course (fair wear and tear excluded).
  - (h) 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 enterprises@millfieldschool.com no later than 72 hours before the Course start date.
- 7.1.5 Provide the Child with the required kit and equipment for participation in the Course as set out the Course guide provided by Millfield in advance of the Course. For Residential participants bed linen is provided but participants should bring their own towels and toiletries.
- 7.1.6 Ensure age-appropriate restrictions are in place on any mobile device their Child brings with them on the Course,
- 7.1.7 Complete the Medical Information for the Child including any Additional Educational Needs and Dietary Requirements for the Child when completing the Booking Form. The purpose of these questions is to provide Millfield with information about the Child's health, any medical conditions or additional needs to assist Millfield with any reasonable adjustments required to meet these needs while participating in the Course.
- 7.1.8 Comply with the Millfield Medical Officer's or the Designated Safeguarding Lead's recommendations which may include a reasonable decision to send a Child home at the Parent's expense if they are unwell/injured and unable to continue the Course.
- 7.1.9 Course participants are strongly advised to take out accident/curtailment insurance. First aid cover is available throughout the course and minor analgesics (paracetamol), throat lozenges and cough linctus may be dispensed. By agreeing to these terms, you are giving consent for this treatment if required unless written objection is received in advance to enterprises@millfieldschool.com. For any treatment that cannot be administered on-site, parents/guardians would be responsible for collecting their child and making further arrangements with a local surgery or hospital if required unless the need for treatment is considered to be a medical emergency.
- 7.1.10 Ensure that You and the Child are aware of UK Government guidance relating to, or in connection with, the Covid-19 pandemic and that the Child adheres to such guidance.
- 7.1.11 Ensure that the child has the correct immigration permission to enter the United Kingdom to participate in the Course.

## **8 Pastoral care**

- 8.1 The Parent shall notify Millfield when completing the Medical Information in the Booking Form if they are aware or suspect that the Child has any existing Medical conditions, Pre-existing Injuries, Additional Educational Needs, Neurodivergences, or Dietary Requirements or if at any time until the end of the Course these are developed. The Parents must provide Millfield with copies of all written reports and other relevant information in accordance if required. The child's place will be cancelled, or, once the Course has started, Parents will be asked to withdraw the Child from the Course if in the professional judgement of the Director, the Designated Safeguarding Lead or Millfield's Medical Officer and after consultation with the Parent and with the Child (where appropriate), Millfield is unable to provide adequately for the Child's needs. The Parent shall be responsible for all costs associated with the Child's return home.
- 8.2 Dependent on the nature of the Course a variety of visits and other trips may be provided for the child during the Course. The Parent will be provided with relevant information about these in advance of the Course, including whether or not the costs are included within the Course Fees or are charged for separately. By agreeing to be bound by these Terms and Conditions the Parent consents to the Child taking part in all visits and trips during the Course.
- 8.3 Millfield will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by English law while the Child is participating in the Course.
- 8.4 Residential participants will reside in school boarding houses and may be required to share a bedroom and bathroom.
- 8.5 The Parent consents to such physical contact with the Child:
- 8.5.1 as may accord with good practice; or
  - 8.5.2 as may be appropriate and proper for teaching and instruction; or
  - 8.5.3 for providing comfort to the Child in distress; or
  - 8.5.4 to maintain safety and good order; or
  - 8.5.5 in connection with the Child's health and welfare.

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

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

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

- 8.7 Millfield may obtain and use photographs or images (including video recordings) of the Child for:

- 8.7.1 use in Millfield's promotional material such as the prospectus, the website or social media;
- 8.7.2 press and media purposes; or
- 8.7.3 Course purposes as part of the 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 Child before using a photograph or video recording of the Child where Millfield considers that the use is more privacy intrusive. Objections will be respected - please make these in writing to [enterprises@millfieldschool.com](mailto:enterprises@millfieldschool.com) no later than 72 hours before the course start date.

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

- 8.9 Millfield aims to take a proactive stance on mobile devices in order to understand the Child's need to connect, but also to actively promote social interaction, improve digital health and promote digital wellbeing within our community. To this end, Children will retain possession of their devices throughout the Course day at Millfield. However, there are specific areas and times where they are not to use mobile phones as we want Children to engage with one on another on a personal level in an environment that promotes social interaction. We will ensure that Children 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 Course 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 Course.

- 8.10 For Residential Courses the Parent authorises any participant under 12 years in age will hand their Phone or Mobile device to a member of staff at Lights Out who will store this in a safe location until the morning. For participants over the age of 12 years they will be 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 [enterprises@millfieldschool.com](mailto:enterprises@millfieldschool.com) no later than 72 hours before the course start date.
- 8.11 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 Child or the Parent or for loss or damage to their property. While participating in the Course the Child shall be responsible for the security and safe use of all their personal property and for property lent to them by Millfield.

## **9 Behaviour and discipline**

- 9.1 Millfield attaches importance to kindness, courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parent accepts that the Child will take a full part in the activities of the Course, will be well-behaved and will comply with the Course rules.
- 9.2 Millfield's Course rules and policies on behaviour and discipline current at the time apply to the Child at all times when they are participating in the Course (including when engaged in online or remote activities), travelling to or from the Course, on Millfield organised trips or associated with Millfield or the Course. The Course 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 Course community or a member of the public, have repercussions for the orderly running of the Course or bring Millfield or the Course into disrepute.
- 9.3 An allegation, complaint or rumour of misconduct will be investigated. The Child may be questioned and their accommodation or belongings may be searched in appropriate circumstances. The Parent will be informed that the Child may face formal disciplinary action. If under the School's disciplinary policy a disciplinary meeting with the Course 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 Course Manager or the Designated Safeguarding Lead on the Child. If the Child is found to have breached the Course rules or policies, the Course Manager or the Designated Safeguarding Lead may impose such sanction. Sanctions 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 Course. If the Child is a Millfield Student, sanctions may also be carried into term time School. If the Child is permanently removed from the Course, there shall be no refund of Course Fees or deposit and the Parent shall be responsible for all costs associated with the Child's return home.
- 9.5 Millfield and Millfield Prep are non-smoking campuses, therefore smoking and vaping is strictly prohibited. It is not permitted to bring alcohol onto any of our campuses or to consume alcohol on campus.



**10. Cancellation and termination**

- 10.1 If the booking and confirmation of the place are both made entirely at distance by means of post or electronic communication without the Parent meeting face to face with a member of the Course 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, if applicable, 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 Course 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 Course the Parent authorises Millfield to provide services to the Child while the cancellation period continues.
- 10.2 If the Parent wishes to cancel the Child's place and terminate this contract at any time after the expiry of the 14-day cancellation period described in clause 10.1 (if applicable) they must provide written notice of cancellation to [enterprises@millfieldschool.com](mailto:enterprises@millfieldschool.com). Cancellation shall be final and binding on the cancellation date. Any cancellation received on weekends or out of the hours of 9.00am – 5.00pm on weekdays shall be deemed made on the next working day. 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 Course: no cancellation charge. However, Millfield will retain the deposit. (A non-refundable deposit of £30 per child per course is included in the course fees.)
- 10.2.2 Between one and three months before the start date of the Course: 50% of the Course Fee. Millfield will also retain the deposit.
- 10.2.3 Less than one month before the start date the Course: 100% of the Course Fee. Millfield will also retain the deposit.
- 10.2.4 Requests for full refunds for courses that are cancelled by the parent/guardian cannot be guaranteed and will be dependent on the reason for cancellation – refunds will be decided on a case-by-case basis and are at the discretion of the Director of Enterprises. Refund requests should be sent in writing to [enterprises@millfieldschool.com](mailto:enterprises@millfieldschool.com).
- 10.3 Millfield may terminate this contract immediately by providing written notice to the Parent if:
- 10.3.1 the Child does not have the appropriate immigration permission to enter the United Kingdom and to participate in the Course;
- 10.3.2 payment of the Course Fee is not made in full before the date specified Millfield;
- 10.3.3 the Child is removed permanently from the Course for a disciplinary reason.
- 10.3.4 if in the professional judgement of the Director, the Designated Safeguarding Lead or Millfield's Medical officer and after consultation with the Parent and with the Child (where appropriate), Millfield is unable to provide adequately for the Child's needs.
- 10.4 Millfield reserves the right to cancel the course up to 7 days before the start date if numbers enrolled have not reached the minimum requirement. A complete refund of the fee will be given, or an alternative course will be offered.

**11. General contractual matters**

- 11.1 Millfield has a privacy notice which explains how it will use the Parent's and the Child'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 Child and discuss it with them before the start of the Course.
- 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 with information about the Course in good faith. This information may be contained in the Course prospectus / 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 Course, they should seek specific confirmation from the Course Manager that the information is accurate before submitting a completed Booking Form.



# MILLFIELD

## ENTERPRISES

- 11.5 Only Millfield and the Parent are parties to this contract. Neither the Child 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 Enterprises Camps, Courses and Activities

### 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 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 Child on the Course.

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 fax, 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 Child, 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 Course 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 [enterprises@millfieldschool.com](mailto:enterprises@millfieldschool.com), by email. 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 Course *Terms and Conditions*; and
- the confirmation of a place.

Name of parent: .....

Address of parent: .....  
 .....  
 .....  
 .....



**MILLFIELD**  
ENTERPRISES

Signed:

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Date:

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