

## WSIJ Terms & Conditions

West Sussex International Jamboree (WSIJ) is a jamboree run under a joint arrangement between West Sussex Scouts, Girlguiding Sussex Central and Girlguiding Sussex West counties.

WSIJ events are run under the rules laid out in the UK Scout Association Policy, Organisation and Rules (POR) and policies of Girlguiding. All participants, leaders, and volunteers must comply with all policies and instructions set out by the WSIJ planning team.

The term of this agreement will begin at the time of registration and will remain in force until the current WSIJ event ends, at which point it will restart when booking for the following WSIJ event opens.

### Definitions

"WSIJ" - the over-arching name of any West Sussex International Jamboree event (e.g. WSIJ 2022, WSIJ 2026, etc). This agreement relates to the WSIJ event units/groups/troops are booking places on to attend.

"Unit", "Troop", or "Group" - the entity specified in the online booking that has agreed to attend WSIJ 2022.

"Participants" - the eligible young people who will be attending WSIJ and who will be associated with a unit, group, or Troop.

"Leader" refers to any adult who will be responsible for participants at WSIJ.

"Youth Service Team (YST)" refers to any young person aged 14-17, from West Sussex Scouts, Girlguiding Sussex Central or West counties, who is attending WSIJ as a volunteer and not as a participant.

"Volunteer" refers to any adult who has volunteered to run, manage, or assist with activities, service teams and events at WSIJ for the benefit of participants. This term also includes those registered as YST volunteers.

## Payment and booking conditions

### General Information

All monetary amounts referred to in this agreement are in GBP.

The fees for the event are as follows:

- Participants and Young Leaders: £190
- Leaders: £60
- Youth Service Team: £20
- Children (aged 3 and up): £10
- Infants (aged 2 and under): FREE

Each unit/troop/group will pay a non-refundable deposit to secure their places. Payment must be in the form of cleared funds and registration will not be confirmed until payment is completed.

The unit/troop/group agrees to pay and bear any sales, value-added, or other similar taxes imposed by applicable law based on the services ordered.

For participants, the fee includes all elements of the participant programme, site fees, WSIJ 2022 and sub camp badge, WSIJ scarf and t-shirt. The fee does not include travel to/from the event, the provision of personal or unit equipment or fuel, food, or equipment for catering.

For leaders, the fee includes site fees, WSIJ 2022 and sub camp badge, a WSIJ scarf and t-shirt. The fee does not include travel to/from the event, the provision of personal or unit equipment or fuel, food, or equipment for catering.

For members of volunteer staff and the youth service team, the fee includes site fees, WSIJ 2022 and sub camp badge, a WSIJ scarf and t-shirt. The fee does not include travel to/from the Jamboree, the provision of camping or personal equipment, or food.

For children aged three and over, the fee includes site fees, WSIJ 2022 and sub camp badge, WSIJ scarf and t-shirt. The fee does not include access to the participant programme, travel to/from the event, the provision of personal or unit equipment or fuel, food, or equipment for catering.

Infants aged two and under may attend free of charge, but are not eligible to receive the WSIJ scarf, t-shirt, or badges.

## **Main conditions**

1. All adults booking must satisfy the WSIJ child protection and safeguarding requirements.
2. Unit/group/troop leaders are responsible for ensuring adult to child ratios are satisfied. However, the relevant WSIJ Camp Chiefs reserve the right to restrict leader numbers for units/groups/troops where there are excessive numbers of leaders in relation to the number of participants, if this is to the detriment of the number of participants that can attend.
3. Units/groups/troops are responsible for ensuring that all leaders who will attend WSIJ comply with relevant DBS/child protection/safeguarding regulations in their home country. If adults fail to fulfil these requirements they will not be allowed on site and will not be eligible for a refund.
4. Places at WSIJ events are allocated subject to the planning teams right to alter or vary the programme without being obliged to refund all or any part of the fee. This may include publicised activities.
5. Participants, leaders and volunteers must comply with all relevant statutes, safety announcements and venue obligations whilst attending any WSIJ event.
6. Breach of any of these conditions or unacceptable behaviours likely to cause damage, nuisance, injury, or criminal action, will be addressed by the relevant WSIJ Camp Chiefs, who will decide an appropriate outcome (after taking appropriate advice) up to, and including, a request to leave the event. This also applies to actions likely to bring Girlguiding, The Scout Association, or WSIJ into disrepute. Any request to leave will be the decision of the relevant WSIJ Camp Chiefs and will be at the cost of the person or unit being asked to leave.
7. Participants, leaders or volunteers must not undertake any trade or commercial activity on site without the prior written permission of the relevant WSIJ Camp Chiefs.

## **Cancellation**

**1. In the case of cancellation by participants, leaders or volunteers, no refunds of fees paid at the time of cancellation will be given. The organisers retain the right to refund in exceptional or compassionate circumstances where they see fit.**

2. All those registering are reminded that all payments to WSIJ should be considered non-refundable. If a WSIJ event has to be cancelled due to circumstances beyond the control of the organisers, 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 fees can be refunded. Such circumstances may include, but are not limited to, closure of the South of England Showground, or an outbreak of a Public Health concern.

3. WSIJ shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage, epidemic or pandemic; act of God; electrical, internet, or telecommunication outage that is not caused by WSIJ; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of WSIJ.

4. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or a unit/group/troop's obligation to pay for services provided.

## **Insurance and limitation of liability**

1. Leaders are responsible for ensuring their unit/group/troop has adequate insurance (including cancellation) for attending a WSIJ event, subject to their own risk assessment.

2. WSIJ accepts no responsibility for personal or group property owned by participants, leaders, or volunteers. The individuals responsible should make sure suitable insurance is in place.

3. Nothing in this Agreement shall limit either party's liability for personal injury or death caused by its negligence, or its liability in the tort of deceit. Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. WSIJ's maximum liability for any damages arising out of, or related to, this Agreement (whether in contract, tort, or otherwise) shall be limited to three times the fees paid and payable under this agreement. The parties each confirm that all the exclusions and limitations of liability set out in this clause are fair and reasonable, having regard to all the relevant circumstances.

4. Nothing in this Agreement excludes or limits WSIJ's liability for deceit or fraudulent misrepresentation. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this Agreement shall supersede the terms in any purchase order (or other non-WSIJ document) and no terms included in any such purchase order, or other non-WSIJ document, shall apply to the services.

## **Confidentiality of data and data protection**

1. Unit leaders should be aware that personal information provided is held on WSIJ secure systems, external to the official membership systems of Girlguiding and the Scouts.

In registering for any WSIJ event, respondents agree that WSIJ can collect, store, and use this personal information to support the application process, and for the purposes of running the relevant WSIJ event and associated activities (under the lawful basis of legitimate interest).

2. Under the terms of the General Data Protection Regulations, anyone on the mailing list has the right to have their information removed and can unsubscribe by contacting [info@wsij.org.uk](mailto:info@wsij.org.uk).

Some information is considered sensitive personal data and will be managed as required under GDPR.

3. A full copy of our Privacy Notice can be found on the WSIJ website - [wsij.org.uk/privacy-policy-2/](https://wsij.org.uk/privacy-policy-2/). If you have any general questions regarding data protection, you can email [info@wsij.org.uk](mailto:info@wsij.org.uk).

4. This Agreement does not impact your right to lodge your concerns with the relevant authorities, for example the Information Commissioner's Office in relation to EU based data concerns (<https://ico.org.uk/concerns>)

### **Warranty, disclaimer, and exclusive remedy**

WSIJ warrants that any Services provided will be done so with reasonable care and skill, consistent with relevant standards. Units/groups/troops must notify WSIJ of any warranty deficiencies within 30 days from the performance of Services. For any breach of the warranty, the unit's/group's/troop's exclusive remedy, and WSIJ's entire liability, shall be the re-performance of the deficient Services. If WSIJ cannot substantially correct a breach in a commercially reasonable manner, the unit/group/troop may end the relevant Services and recover the fees paid to WSIJ for the deficient Services.

To the extent permitted by law, this warranty is exclusive, and all other warranties, conditions, or terms (whether express or implied) are expressly excluded, including warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose.

### **Intellectual Property Rights**

1. WSIJ retains ownership and all intellectual property rights to anything developed and delivered under this Agreement. Units/groups/troops may use the WSIJ name and logo for publicity purposes only; the logo must not be edited.

2. If a third party makes a claim against a unit/group/troop or WSIJ (as the case may be 'Recipient') that any information, specification, data, or material ('Material') produced by either WSIJ or the unit/group/troop (as the case may be 'Provider'), and used by the Recipient, infringes its intellectual property rights, the Provider will indemnify the Recipient against the claim if the Recipient:

(i) notifies the Provider promptly in writing, no later than 30 days after the Recipient receives notice of the claim (or sooner if required by law).

(ii) gives the Provider sole control of the deficiency and any settlement negotiations; and

(iii) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes, or if it is determined, that any of the Material may have infringed a third party's intellectual property rights, the Provider may choose to either:

(i) modify the Material to be non-infringing

(ii) obtain a license to allow for continued use, or

- (iii) if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of the applicable Material and refund any fees the Recipient may have paid for it.

If an infringement claim materially affects WSIJ's ability to meet its obligations under the relevant order, WSIJ will not indemnify the unit/group/troop if:

- (i) it alters the Material or uses it outside the scope of this Agreement, if the infringement claim could have been avoided by using the unaltered version of the Material and/or
- (ii) to the extent that an infringement claim is based upon any information, specification, instruction, data, or material not furnished by WSIJ or the combination of Materials with any products or services not provided by WSIJ. This clause provides the parties' exclusive remedy for any infringement claims or damages.

3. WSIJ is an independent contractor and each party agrees that no partnership, joint venture, or agency relationship exists between the parties. Each party will be responsible for paying its own employees, including employment related taxes and insurance.

4. A party who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act of 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

5. This Agreement may not be modified, and the rights and restrictions may not be altered or waived except in writing signed by authorised representatives of the unit/group/troop and WSIJ. Any notice required under this Agreement shall be provided to the other party in writing.

*This agreement is governed by English law and your unit/group/troop and WSIJ agree to submit to the exclusive jurisdiction of, and venue in, the English courts in any dispute out of or relating to this Agreement.*