

## MINI WINGS 2026 BOOKING CONTRACT

<b>BOOKING DETAILS</b>	
<b>Organisers:</b>	<ol style="list-style-type: none"> <li>1. Berkshire County Scout Council (registered charity number 1015269) whose public address is Sindlesham Court, Mole Road, Sindlesham Wokingham RG41 5EA; and</li> <li>2. Berkshire Guide Association (registered charity number 300496) the working name of which is Girlguiding Royal Berkshire whose public address is 52 Hazel Drive, Woodley, Reading, Berkshire, RG5 3SA.</li> </ol>
<b>Event:</b>	The Mini WINGS 2026 jamboree being run pursuant to a joint arrangement between the Organisers.
<b>Event Period:</b>	9am to 16:30 – For One Day between Monday 27 July to Thursday 30 July.
<b>Location:</b>	Windsor Great Park
<b>Deposit:</b>	£30.00 per Group.
<b>Charges:</b>	<p>£25.00 per Young Participant. Rainbow, Brownies Squirrel, Beaver or Cub (aged 4 – 10). The charge includes all elements of the Event programme and site fees. The charge does not include travel to and/or from the event, or lunch .</p> <p><b>Each Leader/Adult: £5.00</b></p> <p>The charge includes the site fees.</p> <p>The fee does not include travel to and/or from the event, and lunch.</p>

1. This Contract is made up of the following:

- (a) The Booking Details.
- (b) The Booking Terms and Conditions.
- (c) UK Scout Association Policy, Organisation and Rules and the policies of Girlguiding UK.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

## BOOKING TERMS AND CONDITIONS

### AGREED TERMS

#### 1. Interpretation

1.1 In this Contract, the following definitions apply:

<b>Activities</b>	The programme and entertainment activities delivered during the Mini WINGS 2026 Jamboree dates.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Business Hours</b>	the period from 9.00am to 4.30pm on any Business Day.
<b>Charges</b>	the charges payable by the Unit to attend the Event, as set out in the Booking Details.
<b>Contract</b>	the contract between the Unit and the Organisers to attend the Event in accordance with the Booking Details, and these Terms and Conditions and any documents referred to therein.
<b>Deposit</b>	the deposit to secure the booking, as stated in the Booking Details.
<b>Event</b>	the Mini WINGS 2026 jamboree as specified in the Booking Details.
<b>Event Period</b>	the duration of the Event as described in the Booking Details, to include any period of time to set up and clear the Location.
<b>Leader/Adult</b>	the adults who are responsible for the Participants and managing their Unit.
<b>Location</b>	the area specified in the Booking Details.
<b>Registration Form</b>	the registration form completed by the Unit and submitted to the Organisers requesting to attend the Event.
<b>Participant(s)</b>	all eligible young people who are a member of scouting or guiding and who attend the Event as part of a Unit.

- Unit** the scout or girl guides unit which is attending the Event and contracting through its authorised officers or members specified in the Registration Form requesting to book for Leaders and Participants to attend the Event.
- 1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 A reference to **writing** or **written** excludes fax but not email.
- 2. Confirmation of Booking**
- 2.1 By submitting the Registration Form to the Organisers you will be confirming acceptance of the terms of the Contract and such submission shall be treated as an offer.
- 2.2 Acceptance of the offer will be at the sole discretion of the Organisers and conditional upon receiving the Deposit. The Organisers shall confirm acceptance of the offer and that the Unit is successfully booked to attend the Event in writing and at which point the Contract shall come into effect. Until that time, bookings for the Event will be treated as provisional.
- 3. Unit Status**
- 3.1 By submitting the Registration Form you confirm that you are duly authorised on behalf of the Unit to enter into this Contract.

#### **4. The Organisers' Obligations**

- 4.1 The Organisers shall run and manage the Event in accordance with the UK Scout Association Policy, Organisation and Rules and the policies of Girlguiding UK.
- 4.2 The Organisers shall supply the Services and Activities to the Unit, Leaders and Participants during the Event Period, any timings provided in the Event programme are not of the essence and are for guidance purposes only.
- 4.3 The Organisers reserve the right, without liability, to change the Activities and Event programme at any time upon notice.
- 4.4 In supplying the Services and the Activities, the Organisers shall:
  - 4.4.1 provide the Services and Activities with reasonable care and skill;
  - 4.4.2 use commercially reasonable endeavours to perform the Services and Activities in accordance with the Event programme; and
  - 4.4.3 comply with all applicable laws, statutes, regulations from time to time in force.

#### **5. Licence and Use of Location**

- 5.1 Subject to clause 10, the Organisers grants the Unit a right for the Participants and Leaders during the Event Period to enter the Location to attend the Event in accordance with the terms of this Contract. The Unit acknowledges that:
  - 5.1.1 the Unit, Participants and Leaders shall have the right to enter and use the Location as a licensee only and no relationship of a landlord and tenant is created between the Organisers and Unit by this Agreement; and
  - 5.1.2 the Organisers retains control, possession and management of the Location and the Unit has no right to exclude the Organisers from the Location. The Organisers reserves the right to enter the Location at all times during the Event Period, including to supply the Services, Activities and to manage the Event.

#### **6. The Unit's Undertakings and Obligations**

- 6.1 The Unit agrees and undertakes:
  - 6.1.1 not to use the Location other than for attending the Event;
  - 6.1.2 not to do or permit to be done anything on the Location which is illegal or which may be or become a nuisance (whether actionable or not), annoyance,

- inconvenience or disturbance to the Organisers, any other attendees or to any other Units, or any owner or occupier of neighbouring property or land;
- 6.1.3 that the Unit, nor its Leaders or Participants shall commit any act that brings, or risks bringing, the reputation of the Organisers into disrepute;
  - 6.1.4 to comply, and ensure that all of its Leaders and Participants comply, with the terms of this Contract and any instructions or notices from the Organisers;
  - 6.1.5 to permit the Organisers or Staff Volunteers to search all containers, bags, boxes and equipment coming into or leaving the Location, including those brought onto the Location by Leaders or Participants during the Event Period;
  - 6.1.6 not to cause or permit to be caused any damage to the Location, including any furnishings, equipment or fixtures at the Location;
  - 6.1.7 not to smoke or permit smoking (including e-cigarettes) anywhere in the Location;
  - 6.1.8 not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Location;
  - 6.1.9 not to display any advertisement or notice at the Location without the prior written consent of the Organisers;
  - 6.1.10 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical sources, fittings or appliances at the Location, or install or use additional heating, power, cabling or other electronic sources, fittings or appliances without the prior written consent of the Organisers;
  - 6.1.11 to use any equipment provided by the Organisers for its proper purpose and in accordance with any instructions provided by the Organisers regarding its use;
  - 6.1.12 to leave the Location in a clean and tidy condition and to remove the Unit's decorations, displays, rubbish and any other Unit equipment or property from the Location at the end of the Event Period;
  - 6.1.13 to ensure that all Leaders and Participants leave the Location by 17:00 each day.
  - 6.1.14 not to bring or permit to be brought any animal onto the Location without the prior written consent of the Organisers, with the exception of assistance dogs within the meaning of the Equality Act 2010;

- 6.1.15 that all Leaders and adults attending the Event must comply with the WINGS 2026 Child Protection and Safeguarding Policies;
  - 6.1.16 that all Leaders (and any other adults of the Unit attending the Event) have undergone an enhanced Disclosure and Barring Service (DBS) check, or an equivalent criminal background check appropriate to their country of residence and shall ensure that evidence of the same is produced if requested by the Organisers;
  - 6.1.17 that the Unit shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent business person in connection with the risks associated with attending the Event;
  - 6.1.18 ensure that all information provided by the Unit, Leaders or Participants to the Organisers is correct, including in particular any information about allergies or dietary requirements. The Organisers shall not be liable for any loss, claim or damages arising in connection with any incorrect information provided by the Unit, Leaders or Participants;
  - 6.1.19 that all Leaders and Participants comply with all applicable laws and regulations, health and safety announcements and procedures and Location regulations for the duration of the Event Period;
  - 6.1.20 to be responsible for ensuring that the Leader to Participant ratio per Unit follows the applicable scout or guide guidelines;
  - 6.1.21 that the Leaders and/or Participants do not undertake any trade or commercial activity at the Location without the prior written agreement of the Organisers; and
  - 6.1.22 that the Unit, nor its Leaders and/or Participants shall use any intellectual property rights owned solely by either Organiser, or jointly owned by the Organisers, other than use of the WINGS 2026 name and logo only for the purpose of publicising attendance of the Event. The Organisers reserve all intellectual property rights, including the WINGS 2026 name and logo and shall withdraw consent to its use at any time upon notice.
- 6.2 Car parking facilities are available for Leaders or Participants and cars may be left at the Location overnight provided they are removed by 10:00 on 1<sup>st</sup> August. Any vehicles left

at the Location is done so at the owners risk and the Unit shall ensure that all Leaders and Participants are aware of this.

- 6.3 The Unit shall ensure that the Leaders and Participants behave in a responsible and safe manner at the Event, and the Organisers reserve the right to remove or request that the Unit remove any Leader or Participant that breaches any terms of this Contract from the Event and the Location without any liability to the Organisers (including any refund of the Charges).

**7. Attendee Numbers**

- 7.1 The Activities will be provided based on the number of Participants that have paid and successfully booked to attend the Event.

**8. Charges and Payment**

- 8.1 The Unit shall pay the Charges in accordance with this clause 8.

- 8.2 All payments under this Contract shall be paid in British pound sterling and the Unit shall bear the cost of any conversion rates or charges.

- 8.3 The Unit shall pay the Deposit, within 7 days of the date in which the Registration Form is submitted to the Organisers. The Deposit is non-refundable to secure the booking in accordance with clause 2.

- 8.4 The Unit shall within 30 days of the booking registration confirm final numbers and no later than 30<sup>th</sup> March 2026 which ever comes first.

- 8.5 The Organisers shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Unit within 30 days from the date of the invoice.

- 8.6 All amounts payable by the Unit exclude amounts in respect of value added tax (**VAT**), which the Unit shall additionally be liable to pay to the Organisers at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

- 8.7 If the Unit fails to make any payment due to the Organisers under the Contract by the due date for payment, then, without limiting the Organisers' remedies under clause 10:

- 8.7.1 the Unit shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 3% a year above the Bank of England's base rate

from time to time, but at 3% a year for any period when that base rate is below 0%; and/or

- 8.7.2 the Organisers shall cancel the Units booking.
- 8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9. Liability**

- 9.1 The restrictions on liability in this clause 9 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 9.2 Nothing in the Contract limits any liability for:
- 9.2.1 death or personal injury caused by negligence; and
  - 9.2.2 fraud or fraudulent misrepresentation; or
  - 9.2.3 any liability that cannot legally be limited.
- 9.3 Subject to clause 9.2, the Organisers shall not be liable for:
- 9.3.1 the death of, or injury to, the any Participant, Leader or any other attendee of the Unit; or
  - 9.3.2 damage or theft of any property of the Unit, Participant, Leader or any other attendee of the Unit.
- 9.4 Subject to clause 9.2 and clause 9.3, the Organisers' total liability to the Unit shall not exceed £100,000.00
- 9.5 Subject to clause 9.2 and clause 9.3, clause 9.5 specifies the types of losses that are excluded: excludes specified types of loss.
- 9.5.1 loss of profits
  - 9.5.2 loss of sales or business;
  - 9.5.3 loss of agreements or contracts;
  - 9.5.4 loss of anticipated savings;
  - 9.5.5 loss of use or corruption of software, data or information;
  - 9.5.6 loss of or damage to goodwill; and

- 9.5.7 indirect or consequential loss.
- 9.6 To the extent permitted by law, the Organisers exclude all warranties, conditions and other terms implied by statute from the Contract.
- 9.7 Unless the Unit notifies the Organisers that it intends to make a claim in connection with this Contract within the notice period, the Organisers shall have no liability for that claim. The notice period for a claim shall start on the day on which the Unit became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire 20 days from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.
- 10. Cancellation**
- 10.1 The Organisers may cancel the Contract with immediate effect by giving the Unit notice in writing if:
- 10.1.1 the Unit fails to pay any amount due under the Contract on the due date for payment;
  - 10.1.2 the Unit commits a material breach of any term of the Contract;
  - 10.1.3 the Unit takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies and/or the Charity Commission's register of charities, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 10.1.3;
  - 10.1.4 the Unit suspends or ceases, or threatens to suspend or cease, carrying on business or purposes;
  - 10.1.5 the Unit's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
  - 10.1.6 the Unit is unable to perform its obligations in connection with the Contract pursuant to clause 12.1.

- 10.2 The Unit may cancel the Contract by notice in writing to the Organisers, but the Organisers shall be entitled to retain any sums already paid by the Unit to the Organisation at the time of the cancellation (unless, in its absolute discretion, the Organisers elect to refund to the Unit some or all of the sums already paid to the Organisers).
- 10.3 On completion or cancellation of the Contract for whatever reason:
- 10.3.1 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
  - 10.3.2 completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

## **11. Data Protection**

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

## **12. General**

- 12.1 **Force majeure.** The Organisers shall not be liable for any delay or failure in the performance of its obligations for so long and to the extent that such delay or failure results from events, circumstances or causes beyond their reasonable control.

### **12.2 Assignment and other dealings**

- 12.2.1 The Unit shall not assign, novate, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Organisers' prior written consent (such consent not to be unreasonably withheld or delayed).

12.2.2 The Organisers may at any time assign, novate, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

**12.3 Confidentiality**

12.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, beneficiaries, clients or suppliers of the other party, except as permitted by clause 12.3.

12.3.2 Each party may disclose the other party's confidential information:

12.3.2.1 to its employees, volunteers, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, volunteers, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

12.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**12.4 Entire agreement**

12.4.1 The Contract constitutes the entire agreement between the parties.

12.4.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or

the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the future exercise of that or any other right or remedy.

12.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement that, to the extent possible, achieves the intended commercial result of the original provision.

12.8 **Notices**

12.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be: i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or ii) sent by email to the email addresses notified to a party by the other party to be used for the receipt of notices.

12.8.2 Any notice shall be deemed to have been received: i) if delivered by hand, at the time the notice is left at the proper address; ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

12.8.3 This clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.9 **Third party rights.** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.10 **Governing law.** The Contract, 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.

12.11 **Jurisdiction.** 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 the Contract or its subject matter or formation