

Mersea Island Festival 2019 - Daily Visitors Booking Form

Thank you for your interest in making a day visit to the Mersea Island Festival

The cost is £30.00 per person per day. This includes all activities on-site and the evening entertainment. Activities start at 10am. If you would like meals there is an additional cost of £7 per person.

Please complete and return this form by **Friday 9th August** with full payment for the full cost for the days required. Places will only be confirmed on receipt of a completed form and full payment.

Names of ALL individuals attending

| Name | Age if under 19 | Participant or Supporter | Disability? | Catering required? | Dietary needs |
|------|-----------------|--------------------------|-------------|--------------------|---------------|
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Address incl postcode

Daytime telephone **Mobile**

E-mail address

Where possible, we will use your email address to acknowledge your booking and send you further details.

Please enter the number of places on the days you would like to attend.

| | | | |
|-----------------------------------|---|----------------------------------|---|
| Tuesday 20 th August | <input style="width: 50px;" type="text"/> | Saturday 24 th August | <input style="width: 50px;" type="text"/> |
| Wednesday 21 st August | <input style="width: 50px;" type="text"/> | Sunday 25 th August | <input style="width: 50px;" type="text"/> |
| Thursday 22 nd August | <input style="width: 50px;" type="text"/> | | |

Please tick how you wish to pay:

Cheque enclosed for a payment of £ *Cheques made payable to 'Mersea Island Festival Trust'*

By debit/credit card. We will contact you to take payment.

By bank transfer. Bank details will be sent to you.

Invoice to be sent to:

Payments are non-refundable. Your booking and deposit will be acknowledged.

I have read and agree to the booking terms and conditions provided.

Mersea Island Festival Trust collect your details and/or personal information to process your booking or enquiry, to send updates on its activities and to check the quality and improve the delivery of the Festival. This information will not be shared with any other third party unless the law requires us to do so. Please refer to the privacy notice on our website.

Your information will be held on our systems. If you wish to amend, update or remove your details at any time, or opt out of any of the above, please email us at info@merseafestival.org.uk

Signed: **Date:**

Please return this form to:
Mersea Island Festival, Essex Outdoors Mersea, Rewsalls Lane, East Mersea, Colchester, CO5 8SX
Telephone 01206 383226 Email: info@merseafestival.org.uk

MERSEA ISLAND FESTIVAL

BOOKING TERMS AND CONDITIONS

Definitions:

“Agreement” means this Agreement between Mersea Island Festival Trust and the Customer for the Services;

“A Booking” means the booking for the Mersea Island Festival by the Customer, and confirmation from the Mersea Island Festival Trust to the Customer of the Festival;

“Festival Co-ordinator” means the person appointed by the Mersea Island Festival Trust to act on its behalf under this Agreement as notified to the Customer;

“Mersea Island Festival Trust” “MIFT” /”We”/”Us” ”Our”; means the Mersea Island Festival Trust – registered charity 1097455.

“Fee(s)” means the payment by the Customer to the Mersea Island Festival Trust for attending the Mersea Island Festival, or cancellation charges as provided in clause 3;

“The Customer”/ “You”/ “Your”, means the person or organisation making a Booking

“Attendees” means those attending the Festival as set out in a booking form, which shall if applicable include the Customer;

“Festival” means the Mersea Island Festival

1 Fees and Booking Process

- 1.1 All published Fees are exempt from VAT unless otherwise stated.
- 1.2 A Booking can only be confirmed by the Customer submitting a fully completed booking form AND a minimum non-refundable deposit of £50 per person
- 1.3 The final balance of the Fee must be settled **no later than 8 weeks** prior to the Festival commencement date.
- 1.4 If a booking form is submitted within the eight-week period prior to the commencement date, the whole booking Fee must be submitted with the booking form.

2 Amendments by the Customer

- 2.1 Any proposed alterations to a Booking should be made in writing and agreed by the Festival Co-ordinator.
- 2.2 Any changes to a Booking may be subject to an administration charge for any Fees incurred.
- 2.3 Accommodation and facilities shall only be used by those attending who are named in the booking form unless two weeks written notice of any changes is given as outlined below.
- 2.4 Substitution of the original Customer and/or Attendees for another can be made providing two weeks' notice is given by the substituted Customer to the Festival Co-ordinator and the Festival is appropriate for the substituting Customer and/or Attendees.
- 2.5 All substitutions must be made with the consent of the Festival Co-ordinator with both the substituted and the substituting Customer being jointly and severally liable for the total Fee and any administration cost incurred.

3 Cancellation by the Customer

- 3.1 All cancellations must be made in writing and acknowledged by the Festival Co-ordinator.
- 3.2 All cancellations and part-cancellations are subject to the appropriate cancellation Fees detailed below.
- 3.3 The financial cost of cancellation is as follows:
 - 3.3.1 All deposits are non-refundable.
 - 3.3.2 50% of the total booking fee or any costs incurred, whichever is greater, where cancellation takes place between 8 and 12 weeks before the commencement date of the Services.
 - 3.3.3 100% of the total booking fee where cancellation takes place less than 8 weeks before the commencement of the Services.
- 3.4 The date of effective cancellation is calculated on the day of receipt of written notice.
- 3.5 It is recommended that the Customer and/or Attendees of the Festival take out appropriate insurance to cover the possibility of cancellation, personal accident and loss.

4 Cancellation by the Mersea Island Festival Trust

- 4.1 Whilst every effort is made to ensure that the Festival runs according to the published dates and programme, the Mersea Island Festival Trust reserves the right to amend or cancel any of the Festival where it believes on reasonable grounds that cancellation is necessary due to dangerous or unsuitable conditions or if the numbers of Attendees have failed to reach a workable minimum.
- 4.2 The Mersea Island Festival Trust also reserves the right to amend or cancel a Booking if accommodation or other arrangements fail to conform to any applicable safety or statutory requirements.
- 4.3 Any cancellations and changes will be notified to the Customer not less than two weeks prior to the commencement of the Festival if booked numbers of Attendees fail to reach a workable minimum or as soon as is reasonably practicable if environmental conditions or other factors affect the Festival programme.
- 4.4 In the event of a cancellation by the Mersea Island Festival Trust, the Customer will be offered a suitable alternative if available, or a refund of the full Fee paid.

5 Health and Safety

- 5.1 The Customer shall ensure that Attendees abide by the health and safety guidelines and considerations as set out by the Festival.
- 5.2 Visits to the Festival can engage Attendees in adventurous activities. All adventurous activities by nature carry an element of risk. All Attendees participating in such activities do so in acceptance of that risk.
- 5.3 A responsible adult and/or Group Leader should be available at all times during the Festival.

- 5.4 Medical and Consent Forms should be completed in full and returned to the Festival Co-ordinator not less than two weeks before the Festival start date.
- 5.5 Certain activities will have restrictions on who can participate (e.g. age and minimum height requirements) that will be discussed at the time of booking.
- 5.6 **It is recommended that the Customer and/or Attendees of the Festival take out appropriate insurance to cover the possibility of cancellation, personal accident and loss.**

6 Customers Responsibility

- 6.1 The Customer shall ensure that Attendees of the Festival understand and accept the risks involved and that, in the case of Attendees of the Festival under 18, that express parental permission has been obtained for each Attendee.
- 6.2 The Customer is responsible for fully advising the Festival in writing of any illness, disability, social or behavioural problems that the Attendee currently has that may affect them during the provision of the Festival.
- 6.3 Where a Customer has concerns over their or an Attendee's medical conditions and ability to participate in activities, the Customer should contact the Festival Co-ordinator for advice prior to commencement of the Festival.
- 6.4 The safety of Attendees whilst not taking part in activities provided directly by the Mersea Island Festival Trust or by third parties it has engaged is the responsibility of the Attendee and/or the Attendees' Leader or responsible adult.
- 6.5 Mersea Island Festival Trust reserves the right to request written confirmation from a GP/Social Worker or other appropriate Professional confirming the suitability of any part of the Festival for any of the Attendees with reference to considerations such as social compatibility, physical access, successful participation and health and safety. Any information will be treated sensitively and confidentially.
- 6.6 Mersea Island Festival Trust reserves the right to exclude any person before or after commencement of the Festival should important personal details have not been fully declared, or an Attendee deemed inappropriate and/or incompatible with the health, safety, well-being or enjoyment of other Attendees.
- 6.7 Behaviour deemed inappropriate includes, but is not limited to: Damage to the property; Under-age buying and consumption of alcoholic drinks; Suspected or substantiated involvement with illegal drugs; Leaving the site unless the Festival office had been notified; Smoking outside of designated areas and smoking by under 18's; Entering accommodation used by the opposite gender or another party/ group without permission; Theft or illegal activities; Threatening or anti-social behaviour; Bullying; Offensive or insulting language to other guests, staff or members of the public.
- 6.8 Collection of any person whose behaviour has been deemed inappropriate would be the responsibility and at the expense of the Customer to whom the whole cost for damage and other expenses incurred would also be charged.
- 6.9 Personal property including baggage remains the responsibility of the Customer and Attendees at all times. Mersea Island Festival Trust cannot be held liable for the loss of or damage to personal property.

7 Mersea Island Festival Trust's Responsibilities

- 7.1 Mersea Island Festival Trust accepts responsibility for the arrangements that are under its direct control and for the acts and/or omissions of its volunteers. Save as set out below, no liability is accepted for personal illness, injury or death.
- 7.2 Mersea Island Festival Trust accepts liability for personal illness, injury or death which results from the negligent acts or omissions of any of its volunteers or providers working on its behalf in the provision of the Festival to Attendees whilst acting within the scope of their employment or engagement.
- 7.3 Mersea Island Festival Trust cannot be held responsible for the loss of enjoyment or additional expenses incurred by the Customer and/or Attendees due to circumstances outside its control.
- 7.4 Mersea Island Festival Trust can only be held liable for special requests where the Festival Co-ordinator has confirmed their availability in writing.
- 7.5 During the visit to the Festival, the Customer and Attendees as appropriate authorises suitably qualified first aiders (or other qualified medical staff) of Mersea Island Festival Trust volunteers or ECC staff to approve or administer such medical treatment for Attendees as is deemed necessary in an emergency, on the advice of a qualified practitioner.

8 Data Protection and Privacy

- 8.1 Mersea Island Festival Trust will collect Your or Your organisations details and/or personal information in order to process Your booking or enquiry, to send updates on its activities and to check the quality and improve the delivery of the Festival. This information will not be shared with any other third party unless the law requires Us to do so, or if that third party is relevant to Your booking or enquiry.
- 8.2 Your information will be held on our systems. If you wish to amend, update or remove your details at any time, or opt out of any of the above, please email us at info@merseafestival.org.uk
- 8.3 Online payment transactions are handled on behalf of Mersea Island Festival Trust by a 3rd party PCI compliant Payment Services Provider and no payment card details are collected or retained by us.

9 Photography

- 9.1 During the Festival, photographs and /or video recordings may be taken and used for evaluation or promotional purposes.
- 9.2 If individual Attendees do not wish to be photographed or videoed, the Customer and/or the Attendees should notify the Festival Co-ordinator prior to their visit.

10 Complaints Procedure

- 10.1 If there is any problem with Your booking, we want to be the first to hear about it. It is essential that You contact the Festival Co-ordinator as soon as possible so that We can try to rectify the situation on the spot.
- 10.2 In the unlikely event that the matter remains unresolved, please write to Us immediately following provision of the Festival and We will do our utmost to find a satisfactory resolution. Notice in writing of any claim or dispute must be received within 28 days of the date on which the Festival ended.