

Contract formation

1. The contract is formed when Marine Conservation Society has received part or all of the payment required to attend the Team Beach Clean event booked via the booking form (the “Event”) and you have received a written confirmation of your Event from Marine Conservation Society.

Event Price

2. The Event price (“the Price”) is subject to regular review and availability and may change between the time it is first advertised and the time when you book. The Price you will pay will be shown on your confirmation email (“the Confirmation”). The Price is determined by the number of Participants indicated on your booking form, subject to a fixed minimum non-refundable deposit of £1500 + VAT (for a minimum booking of up to 30 Participants). For partner and member companies, a non-refundable deposit of £750 + VAT for a minimum booking of up to 15 Participants will be invoiced upon booking (total price subject to relevant discounts). Substitute Participants are permitted, but additional Participants taking the total number of Participants to over 30 will each be charged for at £50 per person + VAT. If the number of expected Participants increases after Confirmation, you must inform the Marine Conservation Society at least 2 weeks prior to the event, so we can ensure sufficient equipment and staff are available at the Event (1 staff member per approximately 40 participants) and an additional charge can be made. A headcount will be taken on the day of the Event, and a top-up charge will be made after the Event should there be more Participants than on the Confirmation.

3. The Price includes for your Participants:

- Attendance at the Event and its sessions for the period stated on your Confirmation;
- Provision of equipment
- Tailored itinerary
- Extra coastal activity
- Marine quiz
- Children’s resources if discussed

This Price does not include food and drink, or transport to and from the Site

Responsibility of Lead Participant

4. It is your responsibility to ensure that all Participants accept these terms and the details you have provided for Participants are accurate.

You confirm that in entering into this agreement, you are over the age of 16 and you will be responsible for the supervision and behaviour of all your Participants under the age of 16 at the Event.

All Participants must comply with any Site rules notified to them by the Marine Conservation Society. Unruly or dangerous behaviour by any Participants at the Event will lead to the exclusion of such Participants from all or part of the Event and no refunds will be made. This Agreement will remain in force until the last of your Participants has left the location where the Event is held (the "Site").

5. You should inform Marine Conservation Society immediately if, within 2 weeks prior to the Event any of your Participants has, or develops, an infectious or contagious medical condition. Marine Conservation Society has a duty to consider the health and welfare of all Participants and so reserves the right to:

- cancel your booking for any or all of your Participants;
- ask any of your Participants to refrain from attending certain activities or parts of the Site; or
- ask any of your Participants to leave the Event immediately, should Marine Conservation Society, at its discretion, consider it necessary. Marine Conservation Society is unable to offer a refund in such circumstances.

Your right to cancel is set out in clause 8 below.

6. Marine Conservation Society draws your special attention to the following:

- Participants' personal belongings are their own responsibility during the Event;
- Participants are expected to be responsible for their own safety and that of any under 18s in the party. Marine Conservation Society accepts no responsibility or liability for any injury, loss or damage to Participants or their property, except where caused by the negligence of the Marine Conservation Society staff.

Media use of images and recordings from the Event

7. Marine Conservation Society, its agents and other Participants may take photos or audio or video recordings at the Event which may be used for marketing, promotional or educational activities. If any Participant does not want to appear in such photos or recordings, it is their responsibility to inform the person taking the photos or making the recording at the time or prior to the Event.

Cancellation and Postponement

8. You may cancel your Event at any time by notifying Marine Conservation Society in writing by email to Team.BeachClean@mcsuk.org

- We work to coordinate our Events 8 weeks in advance. If you **cancel** your Event 42 days or more before the event is due to take place, then a full refund (less 50% of your deposit) will be provided.
- If you cancel your Event 28-41 days before the event is due to take place, then a full refund for additional spaces booked will be given. This excludes 100% of your non-refundable deposit.
- If you cancel your Event less than 28 days before the event is due to take place, then the refund for additional spaces booked will be reduced by 50% to cover any costs already incurred. This excludes 100% of your non-refundable deposit.
- If you cancel your Event less than 5 working days before the event is due to take place no refund will be given.
- If you wish to **postpone** your event less than 28 days before the event is due to take place a flat rate fee of £200 will be charged to cover any costs already incurred and your non-refundable deposit will be secured against your new date. Postponed events will be rescheduled as soon as possible after the initial postponement and should be expected to take place within the same financial year as the original booking. Should a postponement roll over into a new financial year, this may constitute a new booking and the original deposit could be lost.
- If Marine Conservation Society is unable to deliver the Event for any reason (e.g. due to severe adverse weather conditions, illness) we will cancel the event. We will endeavour to provide as much notice as possible, but this may happen at short notice. In the event of cancellation, we will liaise with you to either rearrange the Event for a new date, or provide a full refund, but will not be liable to you for any other losses, cost or expenses. Any refunds agreed by Marine Conservation Society will be processed and paid within 30 days after the end of the Event (less any administration fees or non-refundable extras). Marine Conservation Society is unable to process any refunds before the Event.

Data Privacy & Law

9. Marine Conservation Society will securely retain your data in accordance with the Data Protection Act 1998 and the GDPR. We will not share your data with any third party organisations, except where essential to enable the Event and activities to run effectively. Marine Conservation Society may use your data to inform you about other events and activities or to contact you about supporting Marine Conservation Society.

There are more details of our data protection and privacy policy here: <https://www.mcsuk.org/privacy-policy/>

If you wish to have your details removed from the Marine Conservation Society database or opt out of receiving emails please contact info@mcsuk.org

10. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.