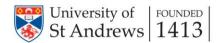


Saints Sport sports camps terms and conditions

Document Type	Terms and Conditions		
Scope (applies to)	Camp participants, coaches and		
	parents/guardians		
Applicability date	06/06/2019		
Review / Expiry date	01/04/2022		
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Approver	Saints Sport Management		
Document Owner	Assistant Director (Sport Development)		
School / unit	Saints Sport		
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Equality impact assessment	None		
Key terms	Sports camps		
Purpose	Information and compliance		

Version number	Purpose / changes	Document status	Author of changes, role and school / unit	Date
0.1	Introduction of terms	In draft	Assistant Director (Commercial Operations)	01/06/2019
1.0	Approved	Active	Saints Sport Management	06/06/2019
1.1	Update to reflect year- round camps	In draft	Assistant Director (Commercial Operations)	24/09/2019
2.0	Approved	Active	Saints Sport Management	30/09/2019
2.1	Review to reflect COVID	In draft	Deputy Legal Officer	08/06/2021
3.0	Approved	Active	Saints Sport Management	09/06/2021





1. Introduction

These terms and conditions outline the expectations of those involved in the delivery of and participation in Saints Sport Camps (SC) at the University of St Andrews. Engagement in the programme by a Student confirms their, and their parents', understanding of and agreement with these terms and conditions.

2. Definitions

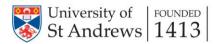
- <u>University</u> refers to the University of St Andrews.
- <u>Saints Sport</u> refers to the body comprising the Department of Sport & Exercise and the Athletic Union responsible for the sporting offer at the University of St Andrews.
- <u>Student</u> refers to a participant of the sports camps organised by Saints Sport.
- <u>Staff</u> refers to Saints Sport employees responsible for the delivery of the sports camp, including Directors, coaching staff and Residential Assistants, where applicable.
- <u>Residential Assistants (RAs)</u> refers to staff employees responsible for providing overnight supervision in the Hall of Residence for residential camps.
- <u>Sports Camp (SC)</u> refers to the delivery of sport and other sessions over the period of time advertised on the website.
- <u>Sports Centre</u> refers to the facilities, indoor and outdoor, used by Saints Sport for the delivery of the Sports Camp.

3. General

The University agrees to make reasonable adjustments to facilitate the learning of any SC Student who is disabled, so long as we are informed about this at the time of application.

4. The Law

- 4.1. The University of St Andrews has a duty of care towards all staff and students, particularly those regarded by law as being most vulnerable. Although in Scotland a person is considered an adult from the age of 16, the <u>Protection of Vulnerable Groups (Scotland) Act 2007</u>, concerning the duty of care for children and vulnerable adults, applies to anyone under the age of 18. The University will take reasonable steps to protect the young people on its SC programme.
- 4.2. SC Students agree to observe all aspects of Scottish law, the University's <u>Non-Academic</u> <u>Misconduct Policy</u>, and the <u>Sports Centre's Terms and Conditions</u>, in order to ensure the safety and wellbeing of all SC participants. In case of failure to observe the law, misconduct policy or terms and





conditions, the University reserves the right to take disciplinary action, up to and including expulsion from the programme.

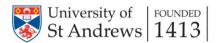
- 4.3. The SC Student must agree to all statutory requirements placed upon them while in the UK. The SC Student should be aware that from the age of 16 they will be considered an adult in Scotland, which means that, amongst other things, they will be deemed capable of signing a legally binding contract and have the right to consent to medical, surgical or dental treatment.
- 4.4. It is the responsibility of the SC Student to be aware of how these aspects of Scottish law might affect them or any decisions they might make while in Scotland.
- 4.5. SC Students must observe Scottish law in all respects, including but not limited to:
- 4.5.1. <u>Alcohol, Tobacco, Drugs</u>: In the UK it is illegal for anyone under the age of 18 to buy or to be bought alcohol or tobacco, and it is a criminal offence to smoke in premises open to the public. The use of illegal drugs may result in police involvement and dismissal from the SC.
- 4.5.2. <u>Bullying and harassment</u>: Bullying is a criminal offence in Scotland, and the ill treatment of others will be taken very seriously.

5. Staffing

5.1. The University agrees to provide staff for its SC programmes, to fulfil the roles of coaching and instruction, and where relevant the organisation of social and sporting activities and for residential camps, to provide overnight supervision and pastoral care in the hall of residence.

5.2. **Qualifications & Training:**

- 5.2.1 <u>UK Coaching Certificate (UKCC)</u>: All coaches involved in running the SC programmes are required to possess at least a UKCC Level 1 (or equivalent) qualification in their respective sport.
- 5.2.2 <u>PVG Scheme</u>: The University will comply fully with the Protection of Vulnerable Groups Act 2007. It is mandatory for all coaching staff and RAs involved in running the SC programmes to be suitably qualified individuals to supervise persons who fall within the definition of vulnerable groups for the duration of an event, as per the PVG [or any successor] scheme, or other schemes operating within the UK or overseas. In this context, suitably qualified means valid membership of the <u>PVG scheme</u> (as operated in Scotland, or equivalent national schemes) in relation to the vulnerable groups who will be present.
- 5.2.3 <u>Safeguarding Training</u>: it is recommended that all coaching staff and RAs involved in running the SC programmes have undergone **sport**scotland's Safeguarding and Protection of Children training and they must be aware of the University's <u>Safeguarding of Children</u>, <u>Vulnerable Adults and</u> <u>Prevention of Radicalisation Policy</u> and Saints Sport's <u>Protection of Children</u>, <u>Young People and</u>





Vulnerable Adults Policy.

5.3. **Unsupervised activity:** Students on residential camps will be permitted to explore St Andrews unsupervised, although they will be expected to remain in groups of two or more, and must return to any designated meeting point on time. Staff will request contact numbers, and SC Students will be expected to carry a working and charged mobile phone with them at all times.

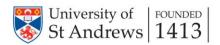
6. Sign in/Sign Out Policy:

- 6.1 *Introduction:* All children must be signed in and signed out at all SC by a parent/guardian.
- 6.2 <u>Sign-in/sign-out</u>: Staff will be available 15-30 minutes prior to the start time of each camp to sign in your child. Staff will meet and greet you and your child at the designated location, which will be communicated to you before the start of the camp, and ask you to sign your child in. Once you have signed your child in you can leave them in our care and we will remain responsible for them until they have been signed out. Staff will return children to the same location at the end of the camp so that you can sign your child out.
- 6.3 <u>Change in collection requirements</u>: If you wish to collect your child early or another individual is collecting your child then please inform a member of the SC coaching staff when you drop off your child.
- 6.4 <u>Late collections</u>: If you are going to be late to pick your child up please phone Reception on 01334 462190. Staff will only be available to look after your child for up to 15 minutes after the end of the camp.
- 6.5 <u>Authorisation for unaccompanied travel</u>: We will require written authorisation in advance informing us that your child is allowed to travel to and from the camp unaccompanied. Please email <u>sport@st-andrews.ac.uk</u>.

7. Accommodation (Residential Camps)

The University is an adult environment, and as such its buildings and premises (including the residences) have not been designed, developed nor built with the needs of children in mind.

- 7.1. Residential SC Students will be provided with full-board accommodation in an HMO Licensed University Hall of Residence that follows strict guidelines to ensure the Health and Safety of its residents.
- 7.2. SC Students attending the SC programme:
- 7.2.1. Are not allocated to share a room with a child of the opposite sex
- 7.2.2. Are not allocated to share a room either with a child considerably older than them, nor an adult

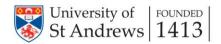




(except where that adult is the parent of the child)

- 7.2.3. Will be grouped together as far as is reasonable/possible and not allocated ad hoc rooms spread randomly throughout the residence
- 7.2.4. May have to share toilet and kitchen facilities with other residents and their guests/visitors depending on the residence allocated
- 7.2.5. Agree to observe the rules and regulations of the Hall of Residence, which will be provided on arrival. These rules and regulations pertain to:
 - o <u>*Tidiness*</u>: rooms must be kept clean and tidy.
 - <u>Behaviour</u>: SC Students must keep noise to a minimum at all times and respect the other Students and staff living and working around them. SC Students are forbidden from sitting on window ledges and rooftops, from dropping, pouring, or throwing objects or materials out of windows.
 - <u>Curfew</u>: SC Students must agree to observe the nightly curfew of 10pm, and must not leave the hall of residence between the hours of 10pm and 7am.
 - <u>Visiting other Students' rooms</u>: SC Students may not enter the room of another Student after any curfew.
 - <u>Personal Possessions</u>: SC Students' personal belongings and valuables are their responsibility and SC Students are strongly advised to lock their bedroom door whenever they are not in their room.
 - <u>Fire Regulations</u>: SC Students must comply fully with all fire regulations, which apply to campus premises including but not limited to those which relate to fire prevention, keeping escape routes clear, and the evacuation of premises.
 - <u>Waste disposal and recycling</u>: SC Students will be expected to uphold the University's principles of environmental sustainability.
- 7.3 Access to internet materials: While it is common place in educational establishments for children and young persons to filter internet content, to prevent access to a range of materials, such controls are not routinely put in place across universities. The University of St Andrews as a matter of policy does not censor content that students and staff can access during their time at the University. Parents, guardians should be aware that their children might be able to access materials through the University's Internet connection, which they ordinarily may not expect to access.

8. Behaviour and discipline





SC Students must agree to observe all aspects of Scottish law, the <u>University's Code of Conduct</u>, the SC terms and conditions and any other SC rules and regulations communicated to Students at the induction, in order to ensure the safety and wellbeing of all participants. In case of failure to observe the code of conduct or rules and regulations, the University reserves the right to take disciplinary action.

- 8.1. **Code of Conduct:** The University's <u>Non-Academic Misconduct Policy</u> is based on principles such as accountability, respect, collegiality, and sustainability. SC Students agree to observe the same standard of behaviour as matriculated Students of the University of St Andrews: https://www.st-andrews.ac.uk/students/rules/conductdiscipline/conduct/
- 8.2. **General behaviour:** SC Students must behave in an orderly, responsible and sober manner, and at all times respect the rights and view of others. SC Students shall refrain from committing any criminal or civil offence, creating mess or rubbish, graffiti, unauthorised use of electrical and media devices, sending messages or images by electronic means which the University considers to be inappropriate, swearing or bad manners, throwing projectiles inside any premises or in other places not designated for lawfully carrying out such activities.
- 8.3. **Disciplinary procedures:** The University reserves the right to take disciplinary action if an SC Student fails to meet the University's expectations of conduct. Disciplinary procedures will follow the principles of privacy and confidentiality.
- 8.3.1. Disciplinary procedures take into account the short length of the SC programme and seek to ensure that, as far as possible, disciplinary matters are addressed within the duration of the programme. The University may impose any, or any combination, of the following penalties for misconduct:
 - Oral reprimand.
 - Request for compensation, in money or money's worth representing the value of any property damaged and/or a fine.
 - Suspension, or in relevant cases, dismissal from the programme at the discretion of the SC Director.
- 8.4 **Attendance and Punctuality:** Students are expected to attend all sessions and activities and to arrive punctually for the specified start time and with all the equipment they need.

9. Data Protection

9.1. The information the University holds about SC Students will not be passed on to any other organisation.

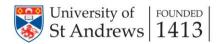




- 9.2. The University may contact SC Students about promotions and events, services and facilities, and important operational information about the Sports Centre. If SC Students are not willing to receive this information, they should advise the University by email at sportscamps@st-andrews.ac.uk.
- 9.3. Any information collected by the University is used fairly, stored safely and not disclosed to any other person unlawfully, in compliance with the data protection principles that are set out in the Data Protection Act 1998. Unless the University is informed otherwise, in writing:
- 9.3.1. SC Students' personal information will be retained for the purpose of distributing marketing information or other information that the University might normally send to alumni.
- 9.3.2. At the end of the Sports Camp, the SC Students may be asked to complete anonymous evaluation surveys, the results of which will be circulated to relevant members in the University.

10. Safety Information & Medical Treatment

- 10.1. **Personal information**: The SC Director will retain the relevant emergency contact information and medical details for children under their care; this data will be stored securely and will be easily accessible at all times.
- 10.1.1. <u>Medical conditions</u>: SC Students must notify SC staff of any qualifying medical conditions or disabilities they have at the time of application, to enable the University to put in place any reasonable adjustments that will facilitate access to services.
- 10.1.2. <u>Illness</u>: Students should inform a staff member immediately if they are feeling unwell.
- 10.1.3. <u>Medication</u>: It is the responsibility of the SC Student to buy or bring, and to administer, any medication they might need while in St Andrews. SC staff cannot administer any medication to SC Students, including over-the-counter medications such as analgesics, decongestants, or antihistamines. If the SC Student decides to purchase their own medication at a pharmacy, it is strongly recommended that the SC Student consult their parent or guardian or ask the advice of a healthcare professional.
- 10.1.3. <u>Medical insurance</u>: SC Students and their parent or guardian must ensure that they have adequate medical insurance for the duration of their stay in the UK. The National Health Service (NHS) is the primary medical service in the UK, although healthcare available to international SC Students is dependent on visa status and any reciprocal health arrangements, which the UK might have in place with another country.
- 10.1.4. <u>Emergency consent</u>: The parent or guardian agrees that, in the event of an emergency where the SC Student is unable to consent and if it is not possible to contact a parent or guardian, the University of St Andrews may authorise emergency medical treatment, acting on medical advice in





the best interests of the SC Student.

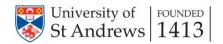
- 10.1.5. <u>Emergency contact details</u>: The parent or guardian agrees to provide contact details to the University so that it knows who to contact in the event of a medical or other emergency.
- 10.2. First Aid: all operational staff at the University Sports Centre have a minimum 1 day Emergency First Aid at Work (EFAAW) qualification. First Aid kits are clearly visible and identified throughout the Sports Centre and signage displaying the appointed first aiders is available around the building. All SC staff, including RAs, are aware of the procedure for reporting accidents, how to obtain first aid provision and the procedures for contacting healthcare professionals in the case of a medical emergency.
- 10.3. Camp induction: The University agrees to take reasonable care to ensure that SC Students are informed of any possible risks and dangers during their time on the SC. SC Directors will hold an induction session at the start of each camp, which sets out various procedures in relation to the premises to be used and the behaviour expected of the SC Student, including but not limited to health and safety procedures, fire drills, rules relating to absence, discipline and sickness.

11. Liability & Insurances

- 11.1. The SC Student and their parent or guardian will be liable for the payment of tuition fees in advance of the SC commencing. The University reserves the right to withdraw the place of the SC Student if fees are not paid by the specified deadline.
- 11.2. The SC Student and their parent or guardian must ensure that they purchase Travel Insurance that would normally include cover for, amongst other things, medical expenses, repatriation, cancellation, and personal liability.
- 11.3. The SC Student and their parent or guardian will be liable for any damage or loss that the University might incur as a result of any unlawful, negligent, unreasonable or unwarranted action, behaviour, omission or decision on the part of the SC Student.
- 11.4. The parent or guardian agrees to act as guarantor for the payment of SC fees and any other sums owed to the University, and is liable for any damage or loss that the University might incur as a result of the SC Student's behaviour.

12. Parental responsibility and consent

12.1. The University will not act *in loco parentis* (in the place of a parent), and the Student's parent or guardian will normally remain primarily responsible for the welfare of the Student.





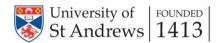
- 12.2. The parent or guardian will be responsible for providing consent if needed at any stage of the organisation, travel, or visa application process.
- 12.3. The parent or guardian will normally be responsible for the personal welfare of the SC Student, including but not limited to the provision of relevant information pertaining to travel, UK law, medical care, details about the course, as well as access to funds for miscellaneous expenses while on the programme.
- 12.4. The parent or guardian must sign the "Letter of Consent for Students Travelling to the UK" and must ensure that this letter is carried by their child during travel to the UK, as it may be requested by the authorities on arrival in the UK.
- 12.5. Neither the University nor Saints Sport will be responsible for the loss of members' property whilst use is made of the Sports Centre or related facilities.
- 12.6. The parent or guardian should ensure that the Student understands that all the SAEC students are expected to observe Scottish Law, the University's Code of Conduct and additional SAEC Rules and Regulations, and that failure to abide by these rules could result in disciplinary action or possible expulsion from the programme.

13. Sports Facility

- 13.1. The dress code is based upon the premise that dress and appearance shall not be such as would impede or be disruptive to physical activity.
- 13.2. Appropriate and clean footwear is essential in all indoor activity spaces and on the all-weather facilities.
- 13.3. The University of St Andrews and Saints Sport recognise that from time to time the use of Information Communication Technology (ICT) and photographic & video equipment may be requested in its facilities (this includes all devices capable of capturing photographic and video content, including smartphones). Anyone intending to use ICT and/or photographic and video equipment at the Sports Centre must gain approval in advance from Saints Sport staff and comply with the full terms and conditions outlined in the 'Media & Photography Policy'. Full details can be found at the Sports Centre Reception and online:

https://www.st-andrews.ac.uk/sport/aboutus/termsandconditions/

13.3.1 Please be aware that accredited Saints Sport photographers may be present around the facility from time to time and cameras in and around the Sports Centre may be active for match analysis, promotional and publicity purposes.





14. Cancellations

- 14.1. The University endeavours to deliver the SC programme as it is set out online. In certain circumstances, the University may consider it appropriate to make changes to the individual camps or sessions within the SC, including cancellation of that course in exceptional circumstances. In the event of a change or cancellation Saints Sport will endeavour to provide as much advance warning as possible.
- 14.2. The University will not refund any fees which may have been paid if such cancellation or variation of the SC is as a result of the occurrence of extraordinary events or circumstances beyond the University's reasonable control, including acts of God, terrorism, industrial disputes (including industrial disputes from University employees), fire, flood, tempest and national emergencies. This clause is not applicable to any cancellation contemplated by clause 16.

15. Students under 16 years of age

The parent or guardian of any SC student under 16 years of age accepts liability on behalf of that student in relation to all obligations or responsibility detailed above.

16. COVID-19

- 16.1 The parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from the Scottish Government and/or UK Government.
- 16.2 Notwithstanding the terms of clause 14, if either we or the Student has to cancel the booking because UK or Scottish Government public health measures imposed as a result of the Covid 19 pandemic mean it is unlawful (i) for the Student to travel to or to use the venue for the SC or any accommodation booked or (ii) for the University to offer or open the venue for the SC or any accommodation booked, the Student may choose either to:
 - (i) (subject to availability) transfer the booking to a later date free of any administration charges but the Student will have to pay any difference in price if the cost of the new booking is higher; or
 - (ii) obtain a refund of the amount already paid by or on behalf of the Student for the booking, less any administrative costs which we incur in processing such refund.
- 16.3 The Student acknowledges that COVID-19 may require the University to take one or more of the following measures for the safety of the University's staff or contractors and the safety of others attending the SC:
 - (i) impose maximum delegate numbers at either the SC or any activity to be carried out as part of





the SC;

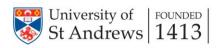
- (ii) limit food or drink availability;
- (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks;
- (iv) restrict the numbers of overnight stays if applicable;
- (v) limit any planned entertainment for the SC or any activity to be carried out as part of the SC;
- (vi) designate alternative entrance and exit routes; and/or
- (vii) require the Student to take such steps or measures as we require to prevent the spread of Covid-19 or to comply with laws and guidance relating to Covid-19.
- 16.4 The Student Client shall, comply with all laws and guidance relating to Covid 19, included but not limited to the size and composition of any gatherings, whilst on our premises or property.
- 16.5 The provisions of clause 16.3 and 16.4 are notwithstanding and supersede all other clauses in these terms and conditions.

Agreement to Responsibilities: The Parent/Legal Guardian

I,_____(Parent/Legal Guardian of the SC Student), understand and agree to the above responsibilities.

Parent/Guardian signature:_____

Date:_____





Version number	Purpose / changes	Document status	Author of changes, role and school / unit	Date
0.1	Introduction of terms	In draft	Assistant Director (Commercial Operations)	01/06/2019
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