

# Terms and Conditions and COVID-19 protocol, self declaration and waiver

In these Terms and Conditions the following definitions apply:

## 1. Definitions

**“Booking”** means the booking for accommodation, meals and/or any other services or items made with us including course fees

**“College”** means Emerson College

**“Participant”** means any student or course participant attending any course, workshop, festival or other event at the College including full time and part time students.

## 2. Bookings

All Bookings at the College are subject to these Terms.

No Booking shall be treated as confirmed until the details and payment/deposit have been provided / received. We have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services.

## 3. Charges

The prices displayed on the Website are applicable to each specific course or event as described. Any meals or accommodation are included only if specified. Once the items are selected on the Website, the total shall be displayed on the reservation summary.

## 4. Payment

Payments of the full costs are due at the time of booking. Your booking is not confirmed until the payment is received by us.

You are responsible for the payment of any credit card fees and bank charges. Please check with your bank at the point of transfer the amount of these charges and add to your payment.

## 5. Arrival / Departure Requirements

In the interests of security and to prevent fraud, at the time of check-in, Participants may be required to confirm their identity by providing their booking reference; their passport/identity card/driving licence. If Participants are travelling from outside the

European Union we are also obliged by law to require Participants to provide us with a copy of their passport and visa. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age of 18 and we reserve the right to refuse entry to persons who cannot provide the information set out above.

**Unless otherwise stated on the booking confirmation, Participants must check in at the time specified in the COVID-19 protocol or as per our information. Due to COVID it is no longer possible to arrive after the Reception is closed.**

On the day of departure we kindly ask all Participants to vacate their rooms by 9.00 a.m. Late check-out after this time can be requested subject to availability at the discretion of the College.

Rooms are subject to maximum occupancy rules set by the College.

## **6. Cancellation Policy**

Cancellations more than 2 weeks prior to date of arrival will receive a full refund minus an administration charge of £20 for each cancellation. There is no refund with less than two weeks notice.

Different cancellation notices may apply to full-time courses longer than 2 weeks and modular courses run by Emerson College. Please, see the Cancellation Policy for the relevant courses – you will find these in the course information pack.

## **7. Changes or Cancellation by the College**

Very occasionally we may need to cancel your booking. Although we aim to give maximum notice, we reserve the right to cancel bookings at any point. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We reserve the right to make changes to the advertised teachers and programme as necessary.

Where your booking is for accommodation in the College, it does not guarantee that you will be able to stay in a specific room or in a specific building.

## **8. Damage**

We reserve the right to charge you for any damage incurred to your room or the College during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

## **9. Accessibility**

We have a small number of ground floor bedrooms. Please call reception on 01342 822238 to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

## **10. Parking**

Cars and their contents are left at the Participant's own risk. We do not accept responsibility for loss or damage.

## **11. COVID-19**

The college works in line with UK law to ensure that students and staff safety have a high priority. All students at the college must act in line with UK government guidelines and the college Health & Safety policies. It is not possible to stay at the college before you have completed travel quarantine (if applicable). The college does not take responsibility for damages due to COVID19.

By agreeing to the Terms and Conditions you confirm that you have read and agree to our COVID-19 protocol, the Waiver and self declaration. Failure to follow the guidelines will mean that you are not allowed to access the Emerson campus or that you will be asked to leave before the end of your course. You find the protocol here:

<http://www.emerson.org.uk/covid-19-student-information>

### **Self declaration and Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, Emerson College has put in place preventative measures to reduce the spread of COVID-19.

Emerson College cannot guarantee that you will not become infected with COVID-19 during your visit. Further, attendance could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I may be exposed to or infected by COVID-19 by attending the College and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 at Emerson College may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Emerson College employees, volunteers, and programme participants.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness,

damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at Emerson College or participation in its programmes (“Claims”).

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Emerson College, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Emerson College, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any course or event held at Emerson College.

I agree to abide by the Coronavirus procedures that the College has put in place. The College complies with data protection and will not share any data unless required by law or by NHS Track and Trace.

I confirm that I will not enter the campus if I experience COVID-19 symptoms, that I am not self isolating and that I am following the UK government travel advice (entry onto the campus is only after any required quarantine).

Signature of Attendee and date:
Dates of your course:
Print First name and Surname:
Your address:
Your email address:
Your phone number:

## **12. Participant Behaviour**

Participants are requested to conduct themselves appropriately at all times and to comply with College procedures and/or requests with regard to conduct and respect for the property of the College, its employees and Participants and their health and safety. Participants are requested not to disrupt the comfort and enjoyment of other Participants, the smooth running of the College, or cause offence to other Participants or members of staff.

## **13. No Smoking**

Participants are not permitted to smoke in rooms or public areas.

## **14. Children**

No children under the age of 18yrs may be accommodated at the College or participate in any course or event, with the exception of Lifeways and specific performances for families.

## **15. Pets**

Guide dogs and Hearing dogs are accepted with prior arrangement but otherwise no pets are allowed at the College.

## **16. Data protection information**

**Emerson College will use the information you have provided here for the booking process, and to add you to our general mailing lists. This information will not be disclosed to any other person or organisation, except directly in connection with the above purpose. If you have any query about the use we make of your data, please contact us.**

## **17. Force Majeure**

The College accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, infectious disease, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **18. Limitation of Liability**

The College will not be responsible for the loss or damage of any property left in the College. The College will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the College, its employees, contractor or agents or otherwise). The College's total liability shall not exceed the value of the charges received by it under the Contract.

## **19. Governing Law and Jurisdiction**

The Contract and any non-contractual obligations arising in connection with it are governed by English law.

## **20. Website Information**

While all reasonable efforts have been taken to ensure the accuracy of information on the Website, the College reserves the right to amend, cancel or vary any of the arrangements featured on the Website without notice.

The content of the Website is the copyright of the College, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

## **21. Publicity**

The College regularly takes or commissions photographs, audio recordings and video footage of our activities for use in local, regional and national publications, websites, exhibitions and other promotional tools. We will always ask for your permission before taking photographs.

The images and recordings can be used, reproduced, adapted or presented in any publicity and public information materials produced by the College, and the images may be used with or without text.

The copyright of the photographs or recorded materials remains the property of the College and the College has full license to use the images for non-commercial purposes (including, but not restricted to, publicity, marketing, press and educational use). Photographic, audio recordings or video materials submitted to the College by Participants are used subject to these arrangements also.