







FIELD STUDIES COUNCIL
GROUP AGENCY AGREEMENT

Thank you for making your booking with Field Studies Council. We want to ensure that your visit runs as smoothly and efficiently as possible. For this reason, we have put together this agreement for our school and group Participants, allowing you (the school/group) to give the necessary information to the Participants about the visit, collect monies for the visit, and oversee the contract between ourselves and your Minors/Participants.

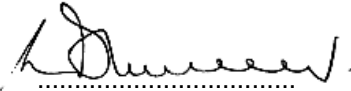
Please note that as the group organiser you are responsible for all administration in relation to the visit, including providing us with all the necessary information we need to provide the visit, and assisting us when requested. If you have any questions about this agreement, please don't hesitate to contact us on the contact information provided below.

CONTRACT DETAILS


FSC:	Field Studies Council ("FSC"), a charity with charity numbers 313364 (for England and Wales) and SC039870 for Scotland, and a company registered in England & Wales with company registration number: 00412621 thereafter referred to as "FSC".
Registered office address:	Preston Montford, Montford Bridge, Shrewsbury, SY4 1HW
FSC representative:	Name: SAM DHADWAR Title: Director of Finance and Business Administration Email: enquiries@field-studies-council.org Telephone: 01743 852100 Postal Address: Field Studies Council, Head Office, Preston Montford, Montford Bridge, SHREWSBURY. SY4 1HW.
Agent: <i>(to be completed by Agent)</i>	[SCHOOL/COMPANY/GROUP NAME] LIMITED (No. [NUMBER]) 
Agent's address: <i>(to be completed by Agent)</i>	
Agent's representative: <i>(to be completed by Agent)</i>	Name: Title: Email: Telephone: Postal Address: 
Date of Signature:	

1. This Agreement is made up of the following:
- (a) The Contract Details;
 - (b) The Agreed Terms;
 - (c) The Schedules specified in the Contract Details.

Signed by SAM DHADWAR
for and on behalf of Field Studies Council


.....
Director

Signed by [NAME OF DIRECTOR/PERSON WITH AUTHORITY]
for and on behalf of [relevant corporate entity for school]

.....
Director 

BACKGROUND

- (A) Field Studies Council is a provider of educational visits to school Participants and members of the public.
- (B) The Agent is a school or other organisation that wishes to send a number of people to participate in these visits.
- (C) The purpose of this Agreement is to set out the legal and commercial terms and conditions upon which the parties have agreed to contract.

AGREED TERMS

1. Term

- 1.1 This Agreement will take effect from the Commencement Date and will continue in effect until it expires or is terminated in accordance with clause 10.

2. Definitions & Interpretation

- 2.1 In this Agreement, the following words have the following meanings:

- 2.1.1 "**Agent**" means the school or other organisation specified in the Contract Details;
- 2.1.2 "**Agreement**" means this agreement including all schedules, appendices, supplementary agreements, additions and amendments, including any commercial terms agreed between the parties under a separate schedule;
- 2.1.3 "**Balance Due Date**" means the date on or by which the full cost of the Visit must be paid to FSC under its applicable booking conditions or under any alternative applicable payment terms notified to the Agent by the FSC;
- 2.1.4 "**Booking**" means where the Agent makes an enquiry to book the Visit for Participants;
- 2.1.5 "**Booking Acceptance Form**" means the form sent to the Agent each time they make a booking listing what the Booking including and the dates of the Booking;
- 2.1.6 "**Commencement Date**" means the date specified in the Contract Details;
- 2.1.7 "**Confirmed Booking**" means where FSC has received the deposit from the Agent and issued a confirmation invoice to the Agent;
- 2.1.8 "**Confidential Information**" means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential;
- 2.1.9 "**Customer Information**" means the content (including forms) contained on the Website, found at <https://www.field-studies-council.org/about-us/customer-information/>
- 2.1.10 "**Participant(s)**" means the person(s) or any of them who purchase any Visit or on whose behalf any Visit is/are purchased, including Minors, members and/or any other person who purchases the Visit or on whose behalf the Visit is/are purchased;
- 2.1.11 "**Provisional Booking**" means a Booking where the parties have agreed the dates when the Visit is due to take place but FSC has not received the deposit for the Visit or issued a confirmation invoice to the Agent;
- 2.1.12 "**in writing**" means, unless otherwise specified, by post, facsimile, e-mail (providing the Agent contacts the FSC at such address as the FSC notifies the Agent in writing) and/or any other method agreed or notified by the FSC in writing;
- 2.1.13 "**Late Booking**" means any booking which is made on or after Balance Due Date;
- 2.1.14 "**Minor**" means any Participant who is under the age of 18 in the UK who wish to take part in the Visit and whose parents/ guardians have signed an Under 18 Parent /Guardian Guarantee. If the age of legal capacity is different in the jurisdiction where the Participant is a resident, that age will apply;
- 2.1.15 "**Visit**" means the inclusivity of all products and services as the Agent is from time to time asked to sell on FSC's behalf as agent for FSC, including but not limited to transport (including but not limited to coach transport), accommodation, courses, activities and all other products and services as the Agent is from time to time asked to sell on FSC's behalf as agent for FSC.
- 2.1.16 "**Website**" means the website belonging to FSC and found at <https://www.field-studies-council.org/>.
- 2.2 The headings in this Agreement are for reference only. References to any person(s) shall include bodies corporate and unincorporated, associations, firms and partnerships. Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include any other gender and references to clauses, sub-clauses and schedules are, unless otherwise stated, to clauses and sub-clauses of and schedules to this Agreement.

3. Appointment of Agency

- 3.1 FSC appoints the Agent to be its non-exclusive retail agent to sell and market the Visit to Participants. The Agent accepts its appointment and agrees to sell the Visit and perform the other obligations, as set out in this Agreement.

4. Duties of the Agent

The Agent agrees (at its own expense) to:

- 4.1 Ensure that all details relating to the chosen Visit, the booking and any other conditions and relevant general information, including the Participant Information on our Website, are drawn to every Participant's attention before any booking is taken.
- 4.2 Ensure that the Booking Conditions are drawn to the Participants attention before any booking is taken and that the Participant is given the opportunity to read the Booking Conditions and the Customer Information.
- 4.3 Take all bookings (whether a Provisional Booking or a Confirmed Booking) in accordance with FSC's booking procedure as notified by FSC from time to time and collect from the Participants and provide to FSC all information required in order to secure the booking.
- 4.4 Eight (8) weeks before the Visit is due to take place, the Agent shall provide FSC with the final number of Participants, as well as full payment and any information contained in clause 4.6.
- 4.5 Notify FSC immediately in writing and keep a full clear written note of any special request made by a Participant. Advise any Participant making one that all special requests are subject to availability and cannot be guaranteed unless specifically confirmed in writing by FSC.
- 4.6 Notify FSC at least 8 weeks before the Visit is due to take place, or at the earliest opportunity and as soon as the Agent becomes aware, of any significant factors that may impact FSC's ability to offer the Visit as planned. This includes any allergies, disability or medical problem advised by any Participant (of which full details must be obtained and passed onto FSC at the time).
- 4.7 Use best and reasonable endeavors to deal with any complaint concerning any Visit before contacting FSC.
- 4.8 Notify FSC of any complaint concerning any Visit (including any complaint or query raised by Trading Standards or any regulatory or trade body) immediately on receipt, and in any event no later than 24 hours of receipt of the complaint.
- 4.9 Upon request from FSC, immediately forward to FSC all correspondence, documents and other communications of any description in relation to any complaints.
- 4.10 The Agent is entitled to freely and at any time transfer a Participants place on the Visit to another Participant if necessary from the point of Confirmed Booking and up until 8 weeks before the Visit is due to take place. Any transfers after 8 weeks can only be accepted in accordance with FSC's Booking Conditions and FSC reserve the right to charge an amendment or cancellation fee in these circumstances.
- 4.11 The Agent is responsible for the collection of all deposits (including booking variation deposits), full payments, insurance premiums, balances, cancellation charges and other monies of any description due to FSC from any Participant.
- 4.12 If the Agent is unable to collect the balance payment from any Participant by the balance due date, the Agent is entitled to allow another Participant to take their place or reduce the numbers of the Participant's travelling, in accordance with Clause 5.
- 4.13 The Agent is personally liable to FSC for monies it should have but failed to collect from Participants in the following circumstances:
- (a) Deposits where the Agent has confirmed the booking.
 - (b) The applicable fee, costs and charges payable on amendment where an amendment request has been confirmed by the Agent.
 - (c) The total price where the Agent has confirmed a Late Booking.
- 4.14 Ensure that the Participants are specifically advised of the need for insurance that the Participants shall be required to purchase or the Agent has adequate insurance to cover the Participants from the point of a Confirmed Booking.
- 4.15 Not to sell the Visit or to act otherwise than strictly in accordance with this Agreement.
- 4.16 Produce and make available parent/guardian forms that must be completed on behalf of each Minor and ensure you receive signed copies of the forms and keep them as evidence of acceptance of FSC's Booking Conditions.
- 4.17 Ensure each Participant (or their parent/guardian) signs and returns any additional forms required as per the Customer Information page on the website and keep them as evidence of acceptance.

5. Minimum Number of Participants

- 5.1 The minimum number of Participants for each Visit is ten (10) unless otherwise agreed between the parties.
- 5.2 The Agent shall deal with requests from Participants to cancel and where possible, will transfer their booking for the Visit to another Participant.
- 5.3 The Agent shall use its best endeavors to ensure that the minimum number of Participants is reached and shall notify FSC immediately in writing if they are unable to meet the minimum number of Participants.

6. Duties of FSC

FSC agrees to:

- 6.1 Keep the Agent promptly informed of any changes to prices and of any significant (in FSC's opinion) changes to any brochure and/or other materials supplied to the Agent and of any significant (in FSC's opinion) changes to or cancellation of any Visit by whatever means FSC considers appropriate.
- 6.2 Promptly refund to the Agent any monies due to the Participant for whatever reason.
- 6.3 If/when a complaint is brought to the attention of FSC and, in the opinion of FSC after reviewing all relevant correspondence and documents, cannot be resolved by the Agent, FSC shall promptly and sympathetically deal with any complaints received from Participants and passed onto it by the Agent.
- 6.4 Issue a Booking Acceptance Form after each Booking made by the Agent, which shall list details of the Visit and the dates the Visit is due to take place.

7. Limitation of Liability

- 7.1 Subject to 7.3, this clause 7 sets out the entire financial liability of FSC (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Agent:
 - 7.1.1 arising under or in connection with this Agreement; and
 - 7.1.2 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 7.2 Except as expressly and specifically provided in this agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 7.3 Nothing in this agreement excludes the liability of FSC:
 - 7.3.1 for death or personal injury caused by FSC's negligence; or
 - 7.3.2 for fraud or fraudulent misrepresentation.
- 7.4 Subject to clause 7.3:
 - 7.4.1 FSC shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and

8. Payments received by the Agent & Remittance

- 8.1 All monies received by the Agent from any Participant for any Visit will be always held by the Agent on express trust for FSC. The Agent must, however, only collect monies from Participants in accordance with this Agreement and once a Provisional Booking or Confirmed Booking has been made with FSC.
- 8.2 The Agent shall pay all monies received from Participants to FSC immediately upon receipt, or as otherwise agreed between the parties in writing.
- 8.3 FSC (or its liquidator, administrator or receiver as appropriate in the event of FSC being the affected party) shall be entitled to immediate payment of all sums held by the Agent on its behalf on any of the events specified below occurring:
 - 8.3.1 on an order being made or an effective resolution being passed for the administration or the winding up of either party other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or on either party entering into a binding legal arrangement to pay its creditors less than the full amount due to them;
 - 8.3.2 on either party becoming bankrupt or insolvent or having a receiving order made against it;
 - 8.3.3 on either party suspending, ceasing or threatening to suspend or cease to carry on its business other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or being unable or unwilling without good reason to pay its valid debts as they fall due or on the appointment of any administrative or other receiver.
- 8.4 Where the Agent fails for whatever reason to make any payment due to FSC on the due date, FSC shall be entitled (without prejudice to any of its other rights and remedies) immediately on giving the Agent notice in writing to:
 - 8.4.1 charge interest on the outstanding amount(s) at the rate of 4% above the base rate of Barclays Bank from the due date

- 8.4.2 for payment until receipt of the full amount in cleared funds (whether before or after any judgment), and/or prevent the Agent from selling or offering for sale any more Visit (for any period of time) and/or
- 8.4.3 terminate this Agreement in accordance with clause 10.

8.5 FSC may require the Agent to make payment of monies due to it by any reasonable method as FSC may from time to time specify (including by way of example and not by way of limitation, direct debit from the Agent's bank account). FSC is entitled to change the said method on giving the Agent not less than 28 days' notice in writing unless otherwise agreed. The Agent agrees to provide full co-operation to enable FSC to effect any chosen method of payment including, by way of example and not by way of limitation, completing and signing any bank forms or other paperwork required by FSC.

8.6 For the avoidance of doubt, any and all charges arising as a result of payment of any amount due to FSC from the Participant by credit or charge card or by any other method shall be borne exclusively by the Participant.

9. Free and additional adult places

9.1 In consideration of the Agent's agency services, the Agent is entitled to one free adult place on the Visit per twelve (12) Participants, or as otherwise agreed between the parties (subject to payment of the full balance).

Participants	Free adult places
Up to 23 Participants	1 free adult place
24 Participants and over	1 free adult place per 12 Participants

9.2 The Agent's entitlement to this free adult place will lapse in the event of the Agent cancelling the Visit on behalf of all Participants for any reason or FSC having to cancel any confirmed Visit for any reason.

9.3 The Agent may request additional adult places at the rate of 50% of the full payment per Participant plus VAT.

9.4 Adult places are provided to individuals attending to support the delivery of booking eg Teacher, Teaching Assistant, Group Leader etc.

10. Termination

10.1 This Agreement will continue in force indefinitely, but may be terminated:

10.1.1 By either party, subject to clause 10.1.2 if the other party is in serious or persistent breach of its obligations under this Agreement and fails to remedy such breach within fourteen (14) (or such longer time as may be agreed) days of the non-breaching party being notified of the breach; or

10.1.2 immediately on FSC giving the Agent notice in writing in the event of the Agent committing any material irremediable breach(es) of this Agreement or any breach(es) which in the reasonable opinion of FSC actually or potentially significantly prejudices FSC's position in any respect or committing any further breach(es) of this Agreement of the same or similar nature to any previous breach(es) of which FSC has previously notified the Agent; or

10.1.3 by either party giving the other at least 28 days written notice of termination; or

10.1.4 immediately by either party giving written notice to the other on the happening of any of the events set out in clause 8.3; or

11. Consequences of Termination

11.1 In the event of termination, the existing booking(s) will be cancelled and the Agent will immediately give written notice to its Participants and pay any monies held by it on FSC's behalf to FSC. However, where termination is effected by either party under clause 8.3.1, the Agent may continue to handle bookings taken by it on behalf of FSC prior to the effective date of termination until the conclusion of those Visit.

11.2 The termination of this Agreement on whatever basis and for whatever reason shall not affect clauses 8 (Payments received by the Agent) and 12 (Data Protection) which shall continue in full force and effect.

12. Data Protection

12.1 In this clause, the following words have the following meanings:

(1) **Agreed Purposes:**

- (a) For the Agent to be able to make and process the Participant's booking;
- (b) For FSC to fulfil its contract with the Participant in providing the Participant with their booked Visit;
- (c) For each party to comply with its respective obligations to the Participant;
- (d) For each party to fulfil its legal obligations to the other under this Agreement;
- (e) All associated administrative, marketing, accounting and legal requirements.

(2) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

(3) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) (the "UK GDPR"); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other UK legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a

party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

- (4) **Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including suppliers of visit, some of whom may be located outside the UK).
- (5) **Shared Personal Data:** the personal data to be shared between the parties under clause 12.2 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
 - (a) Participants:
 - Name, email address, telephone number and any other contact details;
 - Dietary requirements (which may disclose religious beliefs);
 - Health/medical/mobility requirements;
 - Gender

12.2 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

12.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

12.4 **Particular obligations relating to data sharing.** Each party shall:

- (1) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (2) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (3) process the Shared Personal Data only for the Agreed Purposes;
- (4) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (5) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (6) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

12.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (1) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (2) promptly inform the other party about the receipt of any data subject access request;
- (3) provide the other party with reasonable assistance in complying with any data subject access request;
- (4) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (5) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (6) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (7) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (8) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (9) maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the other party or the other party's designated auditor; and
- (10) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

13. Notices

13.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to enquiries@field-studies-council.org in regards to FSC and the email address provided by the Agent.

13.2 Notice shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday

to Friday on a day that is not a public holiday in the place of receipt.

14. General

- 14.1 **Rights of Third Parties.** No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 14.2 **Variation.** Except where otherwise agreed, FSC will be entitled to add to and/or amend this Agreement by giving the Agent not less than 28 days' notice in writing. The notified addition(s) and/or amendment(s) will automatically take effect on the first occasion after 28 days on which the Agent seeks to confirm a booking with FSC.
- 14.3 **Inconsistency.** In the event of any inconsistency between the terms of this Agreement and any legislation, regulations, rules, codes of practice or other requirements by which FSC and/or Agent is bound in the conduct of its business, the latter will apply to the extent of the inconsistency and the terms of this Agreement will be construed accordingly.
- 14.4 **Assignment.** The Agent may not assign any or all of its rights or obligations under this Agreement without the prior written consent of FSC. FSC may at any time assign any or all of its rights and obligations under this Agreement.
- 14.5 **Entire Agreement.** This Agreement shall constitute the entire agreement between the Principal and the Agent and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other parties except to the extent that such statement or representation has been incorporated in this Agreement. Nothing in this Agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 14.6 **Severance.** If any provision or part-provision of this Agreement 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 provision or part-provision of this Agreement is deemed deleted under Clause 24.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.7 **Waiver.** No waiver of any breach will be a waiver of any subsequent breach of this Agreement. Any failure to enforce or agreement not to enforce any rights under this Agreement will not affect the rights of the party not at fault on any later occasion.
- 14.8 **Ethics and Reputation.** The Agent shall not act or make any omission or otherwise do anything which in FSC's reasonable opinion causes (or is likely to cause) damage to and/prejudice FSC's good name and/or reputation; and/or such licence which FSC may hold and/or its ability to obtain and/or retain the same.
- 14.9 **Anti-Bribery and Modern Slavery.** The Agent shall comply (and shall procure that its employees, agents, subcontractors and suppliers comply) with all applicable laws, rules and regulations and codes of practice, including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010.
- 14.10 **Applicable Law and Jurisdiction.** This Agreement 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. 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 this agreement or its subject matter or formation, except where proceedings are brought against FSC in any other jurisdiction in relation to any Visit sold by the Agent. In this case FSC is entitled to make the Agent a party to those proceedings where appropriate.