

Terms of Booking

- 1. This agreement is made between us, "London Youth", as the operator of Wild Woodrow Adventure Camps, based at Woodrow High House (the "Centre") and you, the "Customer", together referred to as the "Parties".
- 2. Our terms and conditions are in place to protect not just London Youth, but your rights as the Customer, in line with the Consumer Rights Act, and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations.
- 3. Under the above regulations, certain activities that have set aside capacity and resources on specific dates, are exempt from a consumer's automatic right to cancellation; however, it is up to the trader to offer this should they choose to do so.
- 4. For the avoidance of doubt, by submitting and paying for a booking for your child/ children to attend Wild Woodrow Adventure Camps for specific date/s during a specified period, which requires the Centre to ensure and confirm the required resources to deliver on this booking, the Customer is entering into a contractual agreement with the Centre and London Youth.
- 5. By booking and paying for your child/ children to attend Wild Woodrow Adventure Camps, you agree to the terms and conditions as outlined in this document and accept responsibility for all associated payments due to London Youth.
- 6. All references to days in this agreement shall be taken to mean calendar days.

Payment Terms

- 1. Payment is to be made online via our Cinolla portal, which is the preferred method of payment. Where this is not possible, a card payment (excluding American Express) will be taken by telephone.
- 2. You agree to book and pay for the in advance of the booking starting.
- 3. Your payment, in full, alongside your portal booking confirmation email, is your acceptance of these terms and conditions. Any bookings not paid for in full are not confirmed bookings and therefore your space is not secured until payment is made.
- 4. London Youth reserves the right to cancel your enrolment if full payment is not received within two days of you making the booking or before the start of the camp, whichever is the sooner.
- 5. London Youth reserve the right to charge a late payment fee on any amounts not paid by their respective due dates, in accordance with late payment legislation.
- 6. Fees for Wild Woodrow Adventure Camps bookings are not transferrable.

Childcare Vouchers

- 1. If you have a childcare voucher account, you can use these to pay for some, or all, of your Wild Woodrow Adventure Camps at Woodrow High House.
- At the payment stage, enter your provider's name and child(ren's) name in the box provided. Following this, make payment via your chosen childcare provider immediately, to confirm your booking.
- 3. Failure to make payment will mean your booking is not confirmed and therefore space unsecured.
- 4. Proof of payment may be requested to verify receipt of funds from your provider.



Cancellations by London Youth

- 1. You accept that there are times when the Centre must cancel a session and/ or close the facility, for example, due to staffing shortages, a safety issues, or urgent maintenance. We will always endeavour to notify you of a closure with as much notice as possible.
- 2. If we are unable to operate the facility and your booking is cancelled because of reasons within our control (e.g., a maintenance issue with the facility), our liability is limited to the price you paid for that booking. London Youth accepts no liability for any consequential loss that you may suffer.
- 3. If we are unable to operate the facility and your session is cancelled because of reasons beyond the control of London Youth (e.g., poor weather conditions rendering the site inaccessible) then we bear no liability for your loss. London Youth is under no obligation to make alternative arrangements with other childcare providers, or with parents, for occasions on which we are unable to provide childcare.
- 4. If for any reason London Youth cancels a course, you will be offered the choice of switching to an alternative date, subject to availability; or taking a full refund. For bookings paid for via childcare vouchers, the refund will be returned to your provider and cannot be exchanged for a cash refund. No administration fee will be deducted in such a case.
- 5. All potential refunds are subject to an authorisation process by the Head of Centre on request of the Sales & Marketing Manager, and if approved, a subsequent administrative processing period internally.

Requests by the Customer to Amend a Booking

- 1. Once you have booked your Wild Woodrow Adventure Camps, you agree to check the details on the booking confirmation correspondence that you receive from the Centre.
- 2. If you believe there is a mistake with your booking, you must make us aware within 48 hours so that we can endeavour to correct it for you. If you make us aware after this, then there may an administration fee to make any further amendments.
- 3. Having booked onto Wild Woodrow Adventure Cams, which is starting in 14 days or less, you can request to change your booking dates (subject to availability). We will endeavour to accommodate your request, subject to a space being available on another date.
- 4. The Customer can request to change the date of your booking free of charge up to five days before the booking date. If you wish to change your booking after that point, there is a £15 administration fee.

Cancellations and Refund Requests by the Customer

- 1. The Customer does not have the right to automatic cancellation and refund, in line with the Consumer Rights Act, and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations.
- 2. London Youth have opted to write into our terms and conditions that once you have booked a course with us, you will have the right to change your mind and withdraw, with the entitlement of a refund, within 14 calendar days from the point of booking.
- 3. Once you have paid for your booking, you will not have the automatic right to cancel after 14 days. If a request to cancel is received 14 days or less prior to when the booking starts, you will not automatically be entitled to a refund.
- 4. However, if you cancel your booking, London Youth will consider cancellations and refund requests, based on the following terms:
 - a. Seven (7) or more calendar days before booked date/s 50% refund per cancelled day, per child.
 - b. Less than seven (7) calendar days before booked date/s no refund available.
- 5. If cancellation is due to illness, a full refund may be given for cancellations with less than 24 hours' notice subject to the illness being medically certified (e.g., a GP's or Doctor's note).
- 6. Under the Consumer Rights Act, the Customer will have the right to challenge the service provided and submit a complaint, and if it is deemed your complaint is a valid one, a refund may be considered. Failure to attend a booking does not entitle the Customer to an automatic refund.
- 7. All request for cancellation must be made by email to <u>hellowoodrow@londonyouth.org</u>

Wild Woodrow Adventure Camps Procedures

By booking with London Youth, you agree to abide by the "Wild Woodrow Adventure Camps Code of Conduct" and all procedures as communicated with you at the time of booking.

Arrival and Departure

- Wild Woodrow Adventure Camps run from 8:45am to 5:30pm. It is the responsibility of the parent / carer to ensure the child(ren) arrive and depart on time. Parents/Carers must report to Wild Woodrow Adventure Camps check in to register/sign in your child/children. Parents/Carers must ensure that children have adequate clothing for the day, including wet and hot weather protection, as well as a packed lunch/snacks for the day and a labelled, refillable, water bottle.
- If you are running late, please contact the Centre directly so that, where possible, alternative arrangements can be put in place for staff to stay with your child onsite until collection. You can either do so via telephone on 01494 433531 (please leave a voicemail if unanswered), or email to hellowoodrow@londonyouth.org



Parent / Carer Collection

- 3. If the parent / carer has not contacted the Centre to inform us you are running late, we will wait with your child and attempt to contact the emergency contact supplied at the booking stage.
- 4. The child(ren) will not be allowed to leave with anyone other than the parent / carer who signed in their child(ren) on arrival, unless otherwise agreed with the Centre staff at the booking stage.

Charges for Late Collection of Child(ren)

- 5. Parents / carers who do not collect their child(ren) on time will be charged a late fee, per child. Full payment will be required at time of collection by debit/credit card:
- Collection after 5:40pm until 6:00pm fee £15 per child
- Collection after 6:00pm £1 for every consecutive minute

Permissions and Responsibilities

- 6. The parent / carer making the booking accepts responsibility for checking that all details provided as part of the consent form, and left with the Centre staff, are correct and accurate.
- 7. I hereby give permission for my child to be placed under the supervision of Woodrow High House staff throughout the day and take part in a variety of activities.

Special Requirements

- It is the responsibility of parent / carer to inform Woodrow High House of any medical conditions or special educational needs, or disabilities, prior to making the booking. Unfortunately, whilst we are fully inclusive and welcome children with disabilities or additional needs, we are unable to provide 1:1 support.
- If the parent/carer believes the child(ren) they wish to book for has any additional needs that may require more personalised support, they must contact our team in advance to discuss. Please email <u>hellowoodrow@londonyouth.org</u> or call 01494 433531.

Emergency Medical Treatment

- 10. You agree to provide our staff information which is as accurate as possible during the booking process, in order to support you and your children effectively. This is particularly important when communicating health information and/ or additional needs.
- 11. In the event of a medical emergency, first aid will be administered where deemed necessary by the Centre first aid qualified staff.
- 12. Wild Woodrow Adventure Camp bookings are subject to these booking conditions and if you do not consent to your child receiving emergency first aid treatment then we are unable to accept your booking.

Other Terms

- Except where otherwise expressly stated in these booking conditions, London Youth shall be under no liability in the event that it is unable to fulfil its obligations under this contract due to an event beyond its control, including but not limited to war, threat of war, riot, civil disobedience, government action, terrorism, natural or industrial disaster, fire, adverse weather conditions, floods or threat of flooding.
- 2. In accordance with the General Data Protection Regulations (GDPR), London Youth agrees to keep confidential all information about you/ your child and only share it with those members of staff who require it to carry out their role effectively.
- 3. London Youth has public liability insurance up to £10 million per claim.
- 4. Nothing in this agreement excludes or limits liability for:
- (a) death or personal injury caused by negligence; or
- (b) fraud
- 5. Neither London Youth nor its staff shall be liable for:
- a) loss or theft of, or damage to, any personal property;
- b) cancellation;
- c) any loss of goodwill, reputation or opportunity; or
- d) any indirect or consequential loss which arises out of or in connection with this agreement or any breach or non-performance of this agreement, no matter how fundamental, including by reason of London Youth's negligence.
- 6. All vehicles must park in the designated areas and are left at the owner's risk (including any personal property inside the vehicle). London Youth accepts no responsibility for vehicles parked at Woodrow High House or its surrounding area.
- 7. Each of the Parties acknowledges and agrees that in entering into this agreement it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.
- 8. Each of the Parties acknowledges and agrees that the only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.
- 9. This agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this agreement.
- 10. If any term or condition herein is declared to be unenforceable or invalid, it shall be severed from the remaining provisions which will continue to be valid and enforceable.
- 11. No term of this agreement shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.



Wild Woodrow Adventure Camps Terms & Conditions – Updated April 2023

13. This agreement is governed by and shall be construed in accordance with the laws of England. The Parties submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this agreement. In the event of a medical emergency, we will make every effort to contact parents / carers before arranging medical treatment. If this is not possible, we will inform you at the earliest possible time afterwards.

Behaviour

14. Children displaying inappropriate and antisocial behaviour may, as a last resort, be excluded from Wild Woodrow Adventure Camps without refund and parent / carer collection can be requested at any time during the day.

Limit of Liability for Loss & Damage

- 15. Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence, or fraud.
- 16. Neither London Youth, nor its staff, shall be liable for:
 - a) Loss or theft, or damage to, any personal property.
 - b) Any loss of goodwill, reputation, or opportunity; or
 - c) Any indirect or consequential loss which arises out of or in connection with this agreement or any breach or non-performance of this agreement, no matter how fundamental (including by reason of London Youth's negligence).
- 17. Parents / carers should ensure items are adequately labelled and covered by personal insurance. We strongly recommend mobile phones and other tech are not brought on site during the day and that clothing and footwear worn is suitable for outdoor activities.