

## Terms and Conditions

### 1. General

ACS Camps are managed by 'ACS Limited'. "We" or "us" means the ACS Cobham International School; "you" means the parent(s) or guardian(s) of the child participating in the Camp; "Camp" means activities provided by ACS Cobham International School; "Your child" means the child that you are responsible for that participates in ACS Camps. "Writing means letter, fax or email. The contract for the supply by us of services and activities is formed when we transact your booking with full payment at the Sports Centre Reception.

Your Contract cannot be amended unless confirmed in writing by an authorised representative of ACS Camps and yourself (An administrative charge may apply – see section 4). These conditions and any matters referred to by us form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings. Any omission or error in any sales literature, web page or site, enrolment form, quotation, price list, booking acknowledgement, despatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of booking or as soon as is reasonably possible thereafter. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this contract.

### 2. Making a Booking

Bookings to participate in ACS Camps may only be made by submitting a completed enrolment form, and parental consent form signed and dated by a parent or guardian with full payment to the Sports Centre Reception. All bookings are subject to availability and ACS Camps reserves the right to decline any booking at its discretion.

### 3. Payment

In order to secure your booking you must pay us the full amount of the cost of the programme. Payments must be made at the Cobham Sports Centre Reception by cash or credit/debit card and must accompany the enrolment form. If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may cancel your booking; and/or we may suspend the supply and/or deliveries of any other services being provided to you by ACS Camps.

### 4. If you change your booking

If you wish to change a booking such changes are subject to the availability of a suitable alternative, and subject to a **£10 administration charge** and any additional costs incurred in making changes to accommodate your request. ACS Camps reserves the right to treat changes requested less than 28 working days before arrival as a cancellation. We will inform you of the amount of any additional cost when you request your changes.

### 5. If you cancel your booking

If you are unable to go to camp and have to cancel you must do so in writing and the following cancellation charges will apply:

80 days prior to commencement	- 75% of the cost of an ACS Camp.
30 days prior to commencement	- 100% of the cost of an ACS Camp.
On or after the commencement date	- 100% of the cost of an ACS Camp.

The ACS Camps Director calculates the date of effective cancellation on the day of receipt of your written cancellation notice.

### 6. Non-Attendance

If your child does not arrive at camp then we will endeavour to the best of our ability to establish their whereabouts. In the first instance we will contact the named parent or guardian. In the event that we are unable to establish contact with the named parent or guardian within 24 hours of the start of the camp session non-attendance without notice will automatically be treated as a booking cancellation.

### 7. If we change your booking

In the unlikely event it becomes necessary to change your booking, in total or in part ACS Camps will inform you as soon as is reasonably possible of any necessary changes. You shall have the choice of; accepting the changed arrangements; purchasing another booking from ACS Camps (and paying or receiving a refund in respect of any difference) or cancelling your booking and receiving a full refund of all payments made.

### 8. Delay or Failure to Perform

We shall not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation); an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any changes of address or other information. ACS Camps reserves the right to vary the timetable or cancel or amend the nature of activities if weather conditions or other factors make them unsuitable to run. In the event of cancellation, ACS Camps will endeavour to offer an appropriate replacement activity.

### 9. Activities

ACS Camps reserves the right to subcontract the provision of activities at ACS Camps to 3<sup>rd</sup> parties. Due to constraints of individual camp programmes it may not be possible to offer all activities detailed in the camp brochures. The scheduling of activities will be subject to good weather and other unknown factors beyond the control of ACS Camps. If we have to cancel an activity, series of activities or an ACS Camp for reasons of safety or any other factor beyond our control, ACS Camps will not be contractually obliged to offer a refund.

### 10. Our liability to you

ACS Camps shall ensure that the services you order from us are in accordance with these terms and conditions and shall be performed by us with reasonable skill and care. Where an element of your booking is not provided as stated above you must notify us within 30 days of the alleged breach. We shall then investigate the matter and if we have not delivered the services in accordance with these terms and conditions you shall be entitled to; a full refund of the cost of your booking (or, where appropriate, the relevant section of it) less any fees charged for changes requested by you.

We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of contract for; any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you; any losses which are not caused by any breach by us; business or trade losses. Our entire liability in connection with the Contract will not exceed the purchase price of the services booked less any amendment charges paid to us. Except in relation to death or personal injury caused by proven negligence ACS Camps liability remains, at all times, limited to the value of the services booked, excluding any amendment charges paid to us.

### 11. Camp Chill Out Zone (for the Multi Activity Camp only)

Children may be collected at any time during the Camp Chill Out Zone. When collection is 15 minutes late beyond 5pm or without prior arrangement for your child to attend the Camp Chill Out Zone from 3:30pm onwards a **late fee of £15** is payable at the time of collection.

### 12. Suitability to attend ACS Camps

ACS Camps reserve the right to determine the suitability of an individual to participate, and the right not to accept a booking or exclude an individual from ACS Camps. ACS Camps must be advised at the time of booking about any social and/or behavioural issues that may detrimentally affect the camp environment for the individual and other campers and everyone working at ACS Camps. ACS Camps are unable to accept enrolments from individuals who have a recent history of violent or antisocial behaviour.

Disabilities or relevant medical conditions should be discussed with us at the time of booking in order that we can advise you as to the suitability of your chosen ACS Camp. ACS Camps also reserve the right to refuse a booking or exclude an individual from camp if this information comes to light at a later stage of the booking process. In the event of any individual being excluded or withdrawn from camp, no refund or reduction will be made. In addition, any costs incurred by ACS Camps in connection with an individual being asked to leave camp, will be the full responsibility of the person's parent or guardian who will be expected to bear the cost in full.

### 13. Your Responsibilities

It is your responsibility to ensure ACS Camps is fully notified of any dietary needs, behavioural, medical or social problems that your child may have, particularly when those needs might affect your child or other participants during the Camp. This is to ensure that ACS Camps is able to provide a suitable level of care and supervision to enable all children to participate fully in camp and to prevent individuals attending camp who may require a higher level of medical care or supervision than ACS Camps can reasonably provide. All personal information will be handled sensitively and confidentially. We reserve the right to require a certificate from your child's Doctor confirming that they are able to properly participate in the camp activities.

### 14. Behaviour during camp

If your child's behaviour is deemed to be unacceptable or if they cause damage your booking may be terminated and you may be asked to immediately collect your child from camp or organise their return. Full costs of return travel home will be charged to you in the event that you are unable to collect them in person. No whole or part refunds will be made under these conditions.

### 15. Loco Parentis (ACS Camps acting in place of parents/guardians)

In cases of medical or other emergency you (being the parent of guardian) consent to ACS Camps acting in loco parentis, so we can make certain decisions on your behalf in relation to seeking medical or other emergency care for your child.

### 16. Personal Property

ACS Camps will not be liable for any item of personal property brought by your child to camp. Your child should not bring with them items such as mobile phones, personal music or media devices, jewellery or other valuables. Items of property left behind by your child may be disposed of by ACS Camps if not claimed and collected by you within 14 days of the end of camp. We will endeavour to return items to their rightful owners, however delivery costs will be charged.

### 17. Personal Searches

For the safety and security of all participants ACS Camps reserves the right in appropriate circumstances to make a search of your child's personal property.

### 18. Complaints

In the unlikely event a child has a complaint at camp this must be addressed to an ACS Camp staff member in the first instance. If the ACS Camp staff fail to resolve the complaint satisfactorily you should contact the ACS Camps Director (or in the absence of the aforementioned the ACS Cobham Sports Centre Receptionist) in writing within 5 working days of your child leaving camp.

### 19. Promotional Photography

Photography and video may be taken by ACS Cobham International School. Copyright of all photography and video of ACS Camps remains the property of ACS Ltd. who reserves the right to reproduce and publish photography and video for advertising and commercial purposes. These images will only be used by ACS Ltd. and not by any third parties. If you do not wish your child to be included in photography or video please email [activitycamps@acs-schools.com](mailto:activitycamps@acs-schools.com) subject title – ACS Camp - Promotional Photography Exclusion.

### 20. Your Information

We shall only store and use the information you supply to us for the purposes of carrying out our contract with you and to inform you of other services and programmes which we may make available in the future. If you do not wish to receive such information please email [activitycamps@acs-schools.com](mailto:activitycamps@acs-schools.com)

### 21. Disclaimer

ACS Camps brochures are the responsibility of ACS Camps. The information contained in brochures and details of ACS Camps is published in good faith and is correct at the time of print.

### 22. Governing Law and Jurisdiction

This contract is subject to English law and the exclusive jurisdiction of the English Courts.