



## **TERMS OF WEBSITE USE**

By using our site, you indicate that you accept our terms of use and that you agree to abide by them. If you do not agree to these terms of use and/or policies, please refrain from using our sites.

## **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on our sites are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our sites, or by anyone who may be informed of any of its contents.

## **mindCraft CAMPS V0121**

Once you have read all our terms, waivers and policies, and have submitted your booking, then it is assumed you are agreeing to all conditions set forth in these documents.

### **1. YOU**

By accepting this agreement, you confirm that you are:

- I. not less than 18 years old
- II. the legal guardian of the child, or children, you are making the booking for
- III. legally capable of entering binding contracts.

### **2. BOOKING**

- I. All bookings will be confirmed upon full payment. Bookings made with no or part payment will be marked as 'processing' and will not yet be confirmed.
- II. Once full payment has been made, the booking will be confirmed and your little may attend camp on their preferred date(s).
- III. Children must be 3 – 12 years old to attend camp. Any exceptions will be discretionary and solely by approval of the Camp Director.

### **3. FEES, CANCELLATIONS AND CHANGES**

- I. The cost of our camps is displayed clearly on our website. If there is an error in the displayed prices on our website or any marketing material, please let us know. We are unable to provide our services at this incorrect rate and you will be required to pay the difference to confirm your booking.
- II. No cash payments accepted. Fees are paid strictly via Mobile Money or direct bank transfers.
- III. As changes and cancellations require considerable administration time and have a major impact on our staffing levels, we are unable to offer any refunds.
- IV. The following procedure will apply in the event of a cancellation:

<b>Notice Period</b>	<b>Cancellations</b>
3 - 8 weeks	Full credit to account
1 – 2 weeks	No refunds nor reimbursements offered.

- V. If your child misses a booking due to illness, we will credit their account to be used within the following 12 months. We will require a doctor's note within 14 days of the first booking missed.

- VI. In very extreme circumstances, mindCraft Camps may need to cancel a camp. For instance, in the unlikely and unfortunate event of a COVID-19 outbreak. Full credits will be issued to campers' accounts for the days cancelled to be used at a later date.

## **5. AVAILABLE ACTIVITIES AND DATES**

- I. We always make sure our website and advertising reflects our weekly activities. However, the availability of certain activities is dependent on the weather, ground staff advice and other circumstances outside of our control. We will do our best to inform parents of any restrictions or changes.
- II. Not all of our activities are available at each of our sites so please do read the site-specific information on our website prior to booking.
- III. No refunds will be made for activities that do not occur as we do always continue to provide a wonderfully wide range of activities.

## **6. ACTIVITIES AND SAFETY**

- I. Cheeky Monkey works hard to ensure the safe care of all children, and this includes a thorough, ongoing risk assessment process for all activities.
- II. By accepting this agreement you give consent to your child taking part in a variety of activities, as stated on our website, which is not limited to but may include sporting activities such as, skateboarding, swimming and bike riding etc.,. Participation in any of our timetabled activities is done at their own risk.
- III. Children may not be allowed to participate in certain activities without the appropriate attire. For example, swimming in plain clothes will not be allowed. Please ask for our dress code and packing list guide to help you pack recommended outfits.

## **7. SWIMMING**

- I. Your child may participate in swimming during their day at camp and will need to complete a swim test before pool play commences.
- II. Children unable to swim must be sent off with swimming aids. Our lifeguards and pool play staff will not be able to carry your child during play as they have specific roles to play in the interest of the safety of all swimmers.

## **8. PHOTOGRAPHY AND VIDEO**

- I. mindCraft Camps staff may take photos and video footage throughout the camp, for use in promotional materials by Cheeky Monkey Club and to keep you updated on what your little ones are up to!
- II. Please let us know if you object to your child being in these photos or videos.

## **9. DROP OFF AND PICK UP**

- I. When you join us each morning you will be met at the welcome desk where you will be asked to give the names of the children you are dropping off. You will then be asked to give your name and that of the person who will be collecting them.
- II. The person collecting, even if it is the same as in the morning, will be required to show a form of identification (Driver's license, passport, voters' ID card, etc.) to ensure that the names match. If the person collecting does not bring identification, they will be asked to step to one side whilst a series of security checks are completed. This may considerably lengthen the time that the collection takes.

## **10. HEALTH AND SAFETY**

- I. Please ensure that you provide us with all the information we need including medical details, details of any allergies, behavioural details, details of any medication taken, learning difficulties or special needs of your camper(s).
- II. If we deem your child too ill to attend the camp or club, especially where we feel their illness may be contagious, we reserve the right to send them home or cancel their booking. Of course, as illness can't be helped, credit will be provided if this occurs.
- III. Children should bring sunscreen to our multi-activity holiday camps. Please let us know if your child might have any reaction to using sunscreen.

## **11. FIRST AID**

- I. In the event of an accident a mindCraft Camps staff member will administer first aid and if necessary, call for emergency services.
- II. All essential medication, including all adrenaline auto-injectors, must be handed in to the Lead First Aider each morning for checking and for the appropriate form to be completed.
- III. All essential medication must be in date, prescribed to the given child (sibling's medication not accepted) and clearly labelled.

## **12. LIABILITY**

mindCraft Camps;

- I. does not accept any liability for personal injury or sickness, or the death of any person, unless directly caused by the proven negligence of the company or its staff.
- II. will not take responsibility for the loss or damage of any items of personal property brought onto the camp.

## **13. BEHAVIOUR AND EXCLUSION**

- I. mindCraft Camps are non-stop fun and if a child's behaviour begins to impede this and/or put themselves or others, it will not be tolerated.
- II. mindCraft Camps have a zero-tolerance policy towards bullying, aggression or disruption.
- III. Children displaying these behaviours repeatedly may be excluded from activities and/or camps.
- IV. No refund will be given for the day of exclusion and any further days booked.
- V. Without a changing facility and due to COVID guidelines, all attending children should be potty-trained. We reserve the right to send any child home who is not.

## **14. LOST AND PERSONAL PROPERTY**

- I. Please do not send your children off with expensive belongings such as music players, tablets, toys and even expensive clothing to camp.
- II. Items children bring to camp must be clearly labelled with their full name.
- III. We encourage parents and guardians to check their child's belongings at collection each day. A lost property box will be available for parents to look through for any missing items.
- IV. If your child loses something, please send us an email with a description of the item so that we can attempt to return it to you. If, however, any items are not claimed within 14 days of the camp or half term ending they will be donated to charity.
- V. mindCraft Camps accept no liability for loss or damage to any property belonging to a child, guardian or staff member.

## **15. FEEDBACK AND COMPLAINTS**

- I. We take complaints and feedback extremely seriously. Feedback, good or bad, really helps us provide the highest quality care for children. However, we need to know as soon as possible so that we can follow them up immediately.

- II. If you are on campgrounds and have a complaint, please direct it towards the Camp Director. You may reach us via email at [hello@mindcraftcamps.com](mailto:hello@mindcraftcamps.com).

## **16. WRITTEN COMMUNICATIONS**

Nearly all our communications and written information will be electronic. You hereby accept that any information provided electronically, holds the same legal standing as if it were in writing. This condition does not affect your statutory rights.

## **17. NOTICES**

- I. All notices given by you should be done so via email to [hello@mindcraftcamps.com](mailto:hello@mindcraftcamps.com).
- II. All notices given by us will be done so via our website or email you provide when booking.
- III. Once you have made a booking with mindCraft Camps you will automatically be added to our mailing list enabling you to receive updates on all upcoming camps. Please let us know if you'd like to opt out.
- IV. Notices will be deemed properly served immediately when posted on our website and 24 hours after an email is sent. Emails must be sent to the correct addressee and letters addressed and stamped correctly.

## **19. EQUAL OPPORTUNITIES**

- I. We are an equal opportunities employer and also welcome all children regardless of gender, ability, race or religion.
- II. Each child within our community is as important as the next and we will ensure that they receive equal access opportunity.

## **20. CHILD PROTECTION**

We have a legal obligation to report any suggestion of child abuse or neglect and will do so without fail.