



## Terms and Conditions

### Definitions

In these terms and conditions some words and phrases have particular meaning: -

“Activity Leader” – the person appointed from time to time by Monkton to have day to day responsibility for the running of the holiday Camp.

“Holiday Activity Camp” – means any holiday activity camp offered provided from time to time by Monkton or by external companies who have hired areas of Monkton Combe School to offer holiday activities, and/or the relevant camp activities detailed in the online booking form

“Booking Form” – The online booking form that parents complete when registering a child on the Activity camps.

“Camp Fees” - the fees paid for the relevant holiday camp

“Child” – Refers to the child admitted to join the holiday camp

“Contract” – the online booking form, payment of camp fees, acceptance of terms and conditions, and receipt of a confirmation email form a legally binding contract between you and Monkton. It is not intended that the terms of the contract shall be enforceable by your child or any other third party.

“Event” -means an event beyond either Monkton’s or parents reasonable control including, by way of example acts of God, war, riot, civil commotion, compliance with any law or government order, accident, fire, flood, storm, pandemic, epidemic, terrorist attack:

“In writing/written” - includes email

“Terms and conditions”- means these terms and conditions as they maybe amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the Holiday camp.

“Holiday Activity Camp Rules” means the rules for children participating in the Holiday Activity Camp here (as amended from time to time). Parents will be given notice of subsequent changes to these rules;

“Online Booking Form” means the form you have completed online to register your child for the Activity Holiday Camp;

“we” or “Monkton” – means the legal entity carrying on as Monkton Combe School Enterprises Limited. Our Company is registered office is Monkton Combe School, bath, BA2 7HG and our company number is 03588426.

“you” or the “parents” means each person who has completed a Booking Form as a person with parental responsibility for the child.

### 1. Confirmation of your child’s place

a) Upon making an online booking we will send you an email confirming that we are processing your booking. You must disclose all relevant information requested on the online booking page. For those parents booking a place for a child with medical, or specific social and/or additional needs it is very important full disclosure is received at this point of booking. The relevant Medical and Additional Needs (including social needs) Form will be attached to your email, please ensure this is completed and forwarded to: -

leisure@monkton.org.uk

If you have indicated there are medical needs, allergies or other educational/social needs that should be addressed. Your booking is not confirmed until this form is returned to us.

b) You will receive joining instructions upon booking.

c) Camp fees are non- refundable: Subject to Clauses 2 and 3, if your child’s place on the holiday camp is confirmed the camp fees are not refundable if your child does not take up a place on the holiday camp.

d) If we cannot offer your child a place on the holiday camps, we notify you by email and will refund full fees as soon as we are able to do so.

### 2. Your right to cancel

a) Should you decide to withdraw your child’s place before the holiday camp proceeds: subject to the cancellation provisions, you may withdraw your child before they join the Holiday Activity Camp, provided you have given Monkton notice no later than 2 weeks prior to commencement of the Holiday Camp. The Camp fees will be refunded (without interest) less a £10.00 administration fee. Where you withdraw your child less than 2 weeks but more than 48 hours before commencement of the Holiday Activity camp, 50% of the fees will be refunded (without Interest) to you. There will be no refund of any camp fees where you withdraw your child less than 48hrs written notice before the commencement of the Holiday Activity Camp.

### 3. Camp Fees and Extras

a) Payment of Camp Fees: The Camp fees are payable when completing the online booking form.

b) The Camp Fees do not include payment for an extra which include but are not limited too, late pick up fees, or wilful, negligent or deliberate damage to Monkton property other than fair wear and tear. Any such extras will be paid by invoice.

c) Late pick up – You must call Monkton Leisure on 01225 721114 or the Sports Club on 01225 833363 if you are unable to collect your child as soon as the holiday camp has finished for the day.

Advertised finish times are detailed on the website, they may differ for each course. You shall pay Monkton £10.00 for the first 15 minutes of any late pick up and a further £10.00 for each 15 minutes thereafter. If you have not picked your child up within 30 minutes after the Holiday Camp finishes for the day and we have been unable to get hold of you, we may contact the Local Authority child's services and we will endeavour to inform you where we do so.

d) Every person who completes the booking form is responsible for making payment for holiday camp fees and any extras due.

e) No holiday camp booking is confirmed until we receive full payment. This includes childcare voucher payments which must be made within 7 days of making your booking. If you do make full payment by the due date, we may choose to charge interest to you on the overdue amount at a rate of 3 per cent a year above the base rate. Interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgement against you. You will also be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid monies from you.

f) Absence: Subject to Clause 10 c, Camp Fees and any extras will not be reduced or refunded as a result of absence due to curtailment or cancellation of the Holiday Camp because of your child's injury, or a pandemic or Government imposed restrictions or otherwise. If you wish to withdraw your child from the Holiday Camp due to your child's illness or injury the fees will be surrendered.

g) Information on Identity and source of funds: we may ask you to provide us with information that we consider to be satisfactory, so that we can verify you and your child's identity: your child's right to attend Holiday Camp: and the identity and source of funds you are using to fund the camp fees.

h) Applicable taxes: All fees and extras are exclusive of any taxes, some of which may be added where applicable and we will submit invoices where taxes are applicable.

i) Where any refunds are due, we will make the refund without undue delay and will make the refund less any administration fees due back to the card that you paid with.

#### 4. Holiday Camp Rules:

a) It is a condition of the holiday camps that your child complies with the Holiday Camp Rules (attached to your booking email).

b) We may subject to applicable data protection legislation, monitor your child's internet and WIFI use and the use of social media. We may do this for various reasons, including ensuring compliance with the Holiday Camp Rules or where it is appropriate or necessary for us to do so in connection with our legal and/or duties and responsibilities or other legitimate purposes or good practice requirements.

#### 5. Suspension, Exclusion and Required Removal.

a) Suspension or Exclusion: the Activity Course Leader or Commercial Manager may at their discretion suspend or exclude your child from the Holiday Activity camp if they consider that your child's behaviour (including their behaviour outside of the Holiday Camp) and/or attendance is unsatisfactory and suspension or exclusion is in the Holiday camp's best interests and /in the interests of your child and other children.

b) Required Removal: the Activity Course Leader or Commercial Manager may at their discretion require you to remove your child from the Holiday Activity camp if they consider that:

i) your behaviour (or the behaviour of one of you (or anyone else having temporary care of your child)) is unreasonable: and/or adversely affects or is likely to adversely affect) your child's or other children's participation in the Holiday Activity camp, or the wellbeing of Monkton staff: and/or brings (or is likely to bring) the Holiday Activity camp or Monkton Combe school into disrepute: and /or is not in accordance with your obligations under this contract: and /or otherwise undermines the relationship of trust and confidence between you and Monkton.

ii) Your child's removal is otherwise in Monkton's or your child's or other children's best interests.

c) Should the Activity Leader exercise their right under clause 5 a) or 5 b), this contract will come to an end and you will not be entitled to any refund or remission of camp Fees or extras due (whether paid or due).

## 6. Monkton's Obligations

a) If your child is unwell during the Holiday Camp, we use reasonable endeavours to contact you so that you can collect your child. You undertake to keep your child off the Holiday Camp where they have suffered from sickness or diarrhoea in the preceding 24 hr period. If Monkton considers that there is a health risk (e.g., a virus, pandemic or epidemic) either presented by your child to others or others presented to your child, you undertake to withdraw your child promptly and not to permit your child to return to the Holiday Camp until such time as the health risk has passed and we agree that they can return.

b) If your child requires urgent medical attention while under Monkton's care we will:

i) take such action as we consider to be appropriate (for example contacting emergency services);

ii) try to contact you and, if we cannot contact you, then try to contact the next named emergency contact;

iii) share relevant information that we hold about your child with any emergency services or treating medical professional;

iv) where necessary deal with decision about your child's medical treatment in accordance with advice of the treating medical professional.

c) Monitoring your child's progress: We shall monitor your child's progress, both physically and mentally on the Holiday Camp and we will advise you if we have any concerns but we do not undertake to diagnose any learning related conditions or needs or any health or physical conditions. You may be asked to withdraw your child from the Holiday camp if in the opinion of the Holiday Camp Leader / Commercial Manager we consider that we cannot provide adequately for your child's needs and in such circumstances, you will promptly collect your child and we will refund you the Camp Fees less the proportion of the Camp Fees as applied to the days attended by your child.

## 7. Parents Obligations

a) Consent to participation in physical activities: You consent to your child participating, under supervision, in all types of physical activities which may entail risk of physical injury. We shall not be

liable for any injuries to your child on the Holiday Activity Camp, save in the event that such injury is caused directly by our negligence.

b) We require your cooperation: In order to fulfil our obligations under this contract you must cooperate with Monkton and our staff in good faith in particular by:

i) Encouraging your child to abide by the Holiday Camp Rules

ii) Ensuring your child is dressed in comfortable clothing and trainers for the Holiday Activity Camp and attends with such other Holiday camp equipment such as sun protection, as detailed in the email you receive when booking.

iii) Ensuring your child brings a nut free packed lunch with refreshments to the Holiday Camp.

iv) Informing the Holiday Camp via email to [leisure@monkton.co.uk](mailto:leisure@monkton.co.uk) or [Holidaycamps@monkton.org.uk](mailto:Holidaycamps@monkton.org.uk) if you have arranged for another adult to collect your child attend end of the day, or where your child is aged 11 years or over, your child will make their own way home at the end of the day.

v) Promptly notifying Monkton of any change of address, contact numbers or health needs for your child by keeping your booking details up to date whilst making an online booking.

vi) Maintaining a constructive relationship with Monkton staff, including tone, content, volume and /or nature of your communication with us.

vii) Ensuring that all the details or other information (including The Medical and Additional Needs Form) is returned, notified or otherwise disclosed to Monkton about you and /or your child are accurate, truthful, up to date and not misleading and that all the relevant details and information (or changes to it) are promptly given to us in writing.

c) Information concerning your child's health, medical needs, support needed etc. It is a condition of your child joining the Holiday Activity Camp that you complete and submit Medical and Additional Needs Form in respect of your child if there are needs. You must promptly inform Monkton in writing (by emailing [leisure@monkton.org.uk](mailto:leisure@monkton.org.uk)) of any health condition, special educational need, disability, allergy, current support that your child has or subsequently develops, whether long term or short-term including any infections. You must also promptly provide to us any reports or other materials relevant to any of the same.

d) Communications from you: We are entitled to treat any instruction, authority, request or prohibition received (or appearing to have been received) from one of you as having been given on behalf of both of you.

e) Your Child's absence: You must promptly inform the Activity Camp Leader or Commercial Manager of any absence in writing.

f) Complaints: If you have any complaints or concerns as to a matter of safety, care, discipline or progress of your child whilst on the holiday camp you must inform the Activity Course Leader or Commercial manager without undue delay. We comply with Monkton Combe School's Complaints Policy.

## 8. Data Protection

a) Information about your child: We shall send those with parental responsibility certain information about your child unless restricted from doing so by a court order (or similar decision), or by any other legal requirement or obligation.

b) Use of information about your child: We may use information relating to you and your child for certain purposes connected with running the Holiday Activity camps. This may include name, contact details and images for the purpose of:

- i) managing relationships between you and Monkton and fulfilling our obligations to you, including under this contract; and
- ii) marketing and promotional activities, including promoting the Holiday Activity Camp to other parents and children and publicising Monkton's activities. This includes use of such information by Monkton on the website and (where appropriate), Monkton's social media channels.

Where consent is required for certain uses of personal data, this will be subject to specific consent from the individual.

**Data Protection Law.** We will process personal data about you and your child in accordance with this Clause 9, the Data Protection Act 2018 (as amended or superseded) and other related legislation, our data protection policy and privacy notices and in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and to perform our obligations under this contract, and where otherwise reasonably necessary for Monkton's purposes.

#### 9. Our rights to end this contract

a) We may end this contract with immediate effect at any time by notice in writing to you, without any obligation to refund any camp fees or extras paid, if (i) you do not make a payment to us when it is due; (ii) you ( or either of you) make a serious misrepresentation of facts or circumstances to us, or you withhold information from us about you and/or your child that is relevant to the provision of the Holiday Activity camp to your child; or (iii) you fail or refuse to complete and submit the Medical and Additional needs form in respect of your child. For avoidance of doubt, in the event of termination in accordance with this Clause (9), any outstanding charges which have fallen due will remain payable in accordance with clause 4. You will promptly remove your child from the Holiday Camp if we end this contract.

b) Ending the contract will not affect any accrued rights: Once this contract ends, it will not affect any legal rights or obligations that either of you or Monkton have that may already have arisen. After this contract end, you and we will keep any rights we have under general law.

c) We will use all reasonable commercial endeavours to provide a substitute if any activity Leader or other member of staff is off ill, injured or otherwise unable to conduct or assist on any holiday camp: However, we reserve the right to cancel any holiday Activity camp at any time ( before or after it has commenced) if in our reasonable opinion there are insufficient appropriately qualified staff available. We will notify you as soon as possible if we do have to cancel a camp.

## 10. Events outside our control

If an event (as defined) beyond your or our control arises which prevents or delays performance of either of your or our obligations under this contract, the party affected by the event shall give the other notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided the party affected has acted reasonably and prudently to prevent and/or minimise the effect of the event, the party affected will not be responsible for not performing those obligations which are prevented or delayed by, and during the continuance of, the event.

## 11. Communications between you and Monkton

When this contract requires you or Monkton to give notice of something to the other then, unless we agree otherwise, this must be done in writing. Notices that you are required to give under these terms and conditions must be addressed to the Activity Leader or Commercial Manager and:

- i. Delivered by hand to Monkton;
- ii. Sent by email to [leisure@monkton.org.uk](mailto:leisure@monkton.org.uk); or
- iii. Sent to Monkton by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

We shall send communications to you to the email address and/or telephone number specified in the Online Booking Form.

## 12. General Provisions

- a. Changes to the Holiday Activity Camp: While every effort is made to avoid changes to the Holiday Activity Camp, we reserve the right to withdraw or change any part of the Holiday Activity Camp without prior notice to you. Should you then withdraw your child from the Holiday Activity Camp within 48 hours of us notifying you of any changes that we regard as significant, we will refund to you a proportion of the Camp Fees applicable to the period following your withdrawing your child from the Holiday Activity Camp.
- b. Changes to these terms and conditions: We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons. We will give you notice of any such modifications.
- c. Changes in Ownership, etc: For the purposes of constitutional changes to Monkton we may transfer the undertaking of Monkton to another person or organisation and may transfer our rights and novate our obligations under this contract in connection with any such transfer and/or amalgamation. This will not affect your rights under this contract.
- d. Intellectual Property Rights: All intellectual property rights and other rights in and to the Holiday Activity Camp, as well as any Monkton Materials, meaning materials provided by Monkton to you under this contract or used or applied in the course of the Holiday Activity Camp or developed for the purpose of that Camp (amongst others), as well as the Monkton brand and related trademarks, shall remain the exclusive property of Monkton.

e. The Law that applies to this contract and where legal proceedings may be brought: The contract between you and Monkton is governed by English Law and either you or Monkton must bring legal proceedings in respect of this contract in the English courts. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

f. Entire Agreement: This contract and the documents referred to in it, i.e. the Online Booking Form and related forms, confirmatory Email, constitutes the entire agreement between you and Monkton. You and Monkton acknowledge that in entering into this contract, neither party has relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract and each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.



## Monkton Holiday Camps Rules 2024

1. We actively promote good behaviour and positive dialog at all times.
2. Be kind, honest and fair to others.
3. Do not use abusive or explicit or insulting language, teasing or name calling, this type of behaviour will not be tolerated.
4. Treat others with respect and as you would wish to be treated yourself.
5. We have a zero-tolerance policy on bullying, discrimination and persistent poor behaviour of any kind.
6. We ask that mobile phones and other electronic devices are not brought onto camp.
7. Please come to camp wearing comfortable clothes that are not precious, they may get dirty, or have a splash on paint on them. We cannot take responsibility for any damage to personal property, or replace an item that goes missing.
8. Parents must ensure the camp leaders are fully aware of their child's Medical or Social needs before the child attends camp. Failure to do so will result in exclusion. Parents must take the time to fill out the Medical and Additional Needs form clarifying these needs and email the form to email them to [leisure@monkton.org.uk](mailto:leisure@monkton.org.uk)
9. Daily activity plans could be subject to change if operational factors occur that are out of our control.
10. Camp attendees do not go through each other's belongings, we do not tolerate theft, vandalism or any form of illegal activity.
11. Please do not bring money or expensive items onto camp.
12. It's important that children attending camp can speak and understand basic English, this allows our staff to discuss their needs and ensure their safety during their time on camp.
13. Negative behaviour or refusing to listen to Monkton staff will result in a call to parents and may result in you (the child) being sent home for the day or being excluded.
14. No hiding from members of staff, follow instructions and stay with the group.
15. Children are encouraged to speak to staff members if there are experiencing any issues with other children on camp, they will be listened to and the problems addressed.
16. Spitting at other children or staff will not be tolerated.
17. Pushing, fighting and other physical actions towards other camp attendees will not be tolerated.