

# BOOKING CONDITIONS

When you book with Barracudas there's an agreement between us. That agreement is based upon our booking conditions and other information such as our Parent Guide and FAQs. No amount of words however are as effective as a good, open and honest relationship - that's what we want with you. Your expectations should be very high, and we'll always aim to exceed them. If things go wrong for any reason we'll work hard to put them right - quickly and effectively.

#### 1. Payment

Payment of the deposit confirms everyone on the booking form accepts these booking conditions.

# 2. Balance Payments

Balances due as follows: Easter – 1<sup>st</sup> March 2017, summer – 3<sup>rd</sup> July 2017. If balance payments are not made by the due date we may cancel the booking and retain your deposit. Balances will be taken automatically on the due date unless alternative prior arrangements are made. The final Easy Payment Plan payment is due on 1<sup>st</sup> March 2017 for Easter bookings and 1<sup>st</sup> July 2017 for summer bookings. Balances must be cleared before children attend camp. Bookings made after the due dates must be paid in full at the time of booking.

## 3. Debit and Credit Card Payments

There are no charges for debit cards however we do charge 2% on all credit card payments you make. Card details will be encrypted and stored for use with future bookings. If you would prefer these details are not saved please inform us at the time of booking.

#### 4. Childcare Vouchers

Please allow up to 5 working days for Childcare vouchers to reach us and use your Customer ID as a reference. If **booking within 21 days of the booking start date you** will be required to pay by a credit/debit card at the **time of booking** and then be reimbursed once we receive your vouchers (credit card charges apply and cannot be refunded). For reimbursement, vouchers must be received by the end of September 2017.

#### 5. Confirmation

Your invoice confirms what we think you wanted to book. Please check it, including **dates**, **location and child details**. Responsibility for all booking details lies with the person who made the booking. Tell us within 7 days if we haven't confirmed what you expected. We'll change it if we can, or refund you if we can't. After 7 days normal cancellation and booking amendment terms will apply, as set out below.

## 6. Changing Weeks/Days

We can change your dates, within the same operating season, providing we have spaces and you request your change at least 10 working days before your child's first day at camp. Prices may have increased, however you will only pay the rate that the week you want to move to was at when you made your original booking. If you have booked a full week you cannot move individual days to another week unless you upgrade all of your days to Day Passes and pay the appropriate price. Dates cannot be changed once the child has attended their first day of any given season, even where the weeks/days are not consecutive or on the same booking.

# 7. Cancellations and Curtailment

You will only receive refunds for cancellations if you have taken out the Customer Protection Plan (CPP). Without CPP you will not receive a refund or credit for any part of your payment under any circumstances. Where the full balance has not yet been paid and part of a booking is cancelled, the deposit for this part will be retained and not used as part payment towards the remaining balance. If you are cancelling a Skills Builder course or Early/Late Club from your booking, as long as notification is given more than 14 days in advance of the booking start date, you will receive a refund for this.

#### 8. Customer Protection Plan (CPP)

CPP should be taken at the time of making the original booking. You can add it within 14 days of booking, but not less than 7 days before your child is due to start camp. You must take cover for the whole booking, you are unable to select which days are covered and which are not.

Before Camp With CPP you may cancel all of your booking up to the last working day before your child's first day at camp (in any given season) and you will receive back everything you paid except the CPP premium. Cancellation must be in writing. You may cancel part of your booking, but only full days if you have booked Day Passes and whole weeks if you have booked fixed weeks. If you need to cancel part of a week booking, the remaining days will be charged at the Day Pass rate. Refunds are not given on a pro rata basis for days cancelled from a week booking. If you have booked 2 or more children/weeks and received an additional discount for this and then cancel one or more of the child/weeks, leaving just 1 child/week on the booking, the price will revert to the 1 child/week rate.

# During Camp Once your child has attended their first day at Barracudas in any given season, CPP ONLY

covers for illness and in accordance with the following terms, irrespective of whether weeks/days are consecutive or on different bookings. In all cases, illness must be validated by a Doctors' note. Any missed days should be made up later in the season, subject to availability. Where not possible, you can claim a pro rata refund, less the CPP premium. We do not charge an administration fee but some GP practices may charge you to issue a note. Siblings of the injured or ill child on the same booking and with CPP will also be refunded in full if they cancel the same days as their brother/sister.

For curtailments for any reason other than illness, (including bookings for children without CPP) refunds, credit notes or extra days will not be given under any circumstances.

CPP claims must be submitted to Central Office for consideration before 26<sup>th</sup> May 2017 for Easter bookings and 29<sup>th</sup> September 2017 for summer bookings.

## 9. Photography/Video footage

We may take photographs and video footage at camp to use for training and promotional purposes. To exclude your child we must be informed in writing before your child begins at camp. Where possible, we will post photos to our social media platforms for parents to view, but please note we cannot guarantee your child will appear on these.

#### 10. Health and Safety

In order to maintain appropriate standards of health and safety, children with certain medical or physical conditions or those who cannot demonstrate the required skill competence may not be allowed to participate in some activities. In such cases we will always provide alternative activities.

#### 11. Your Child's Information

At the time of booking full and accurate information about the child's DOB, medical, physical or behavioural matters, or any other additional needs must be provided. Failure to do so may result in the child being excluded from certain activities. In some circumstances we may have to cancel the booking and no refund will be paid. On the first day at camp each season a completed, signed and printed Essential Information form must be handed in directly to the camp. Without this form, we cannot accept children onto camp. All information given will be treated in complete confidence.

#### 12. Child Protection

Barracudas staff have a duty to respond if they suspect a child in their care may be suffering from abuse, or if a child makes a disclosure about abuse. In this event staff will contact the Local Children and Families Team and act on their advice.

#### 13. Staff Ratio

Barracudas' ratio of staff to children normally exceeds all statutory requirements. The actual ratio varies between activities, age groups and camps. Barracudas does not offer any higher staff:child ratio than 1:8, irrespective of any child's specific needs.

#### 14. Liability

Barracudas does not accept liability for personal injury or the death of any person unless directly caused by the proven negligence of the company or its servants, in this event our liability insurance provides cover of up to £5 million.

#### 15. Personal Property

Barracudas will not take responsibility for the loss or damage of any items of personal property brought onto the camp and neither the Customer Protection Plan nor our insurance covers personal items. Our Parent Guide contains further information about what should and should not be brought to camp (inc mobile phones) and also details our Lost Property Policy.

#### 16. Exclusions

Barracudas reserves the right to exclude any child for any reason at its absolute discretion, including persistent late collection; we are only registered to have children on site until 6pm. No refund will be made for days missed and no compensation will be made for any other costs or losses incurred as a result.

#### 17. Programme and Activities

From time to time we may need to amend our activities, services, dates and venues for reasons, within or outside our control. In these circumstances parents may choose to transfer to another Barracudas site and/or alternative dates as advertised at that time by Barracudas, subject to other conditions contained herein. Under no circumstances will there be a refund or compensation to the customer. Please note that not all activities appear on the timetable daily, therefore if you are booking individual days we cannot guarantee specific activities on particular days.

#### 18. Surcharge

Barracudas reserves the right to surcharge published prices if there is an increase in the rate of VAT above 20% prior to the commencement of the holiday.

#### 19. Policies and Procedures

Copies of Barracudas policies and procedures are held at camp and Central Office and are available on request.

#### 20. Complaints

Barracudas is committed to ensuring every child has such an amazing experience they can't wait to come back. If you or your child are not entirely satisfied with the service we provide, then we want to be the first to know. If there's a problem while your child is still at the camp we can almost always resolve it. If we hear of a problem after a child has left camp we will take great care to look into the matter, but cannot change the situation after the event, so please talk to the Camp Manager promptly if you have any complaint. If your child is still at camp and the problem persists please contact our Customer Services Team at our Central Office. If the problem is still not resolved, please write to our Customer Services Team within 10 days of your child's last day with us. You can be assured that your complaint will be taken very seriously. In the unlikely event your complaint is still unresolved, you may wish to contact Ofsted on 0300 123 1231 or write to Ofsted, Piccadilly Gate, Store Street, Manchester, M1 2WD. Refunds and compensation will only be made if Barracudas is proven to have been in breach of these terms and conditions, and it is proven further that they were not capable of remedying that breach and as a result the child was withdrawn from the camp.

#### 21. Data Protection

Barracudas acts as a Data Controller for the purposes of the <u>Data Protection Act 1998</u>. To process your booking we need to collect personal details about you and all the children on your booking. It is your responsibility to ensure that you have permission to pass on these details. Additionally, we would like to hold and use some of your details for future marketing purposes. Please let us know if you do not want to receive future mailings from Barracudas. We will never pass your details on to any third party unless they are a sister company of Young World Leisure Group Ltd.

Details contained within these booking conditions were published in good faith in November 2016 for our Easter and summer 2017 seasons. *Barracudas is the trading name of Young World Leisure Group Limited* (*Registration no: 2764956*)