



### INTRODUCTION

These terms and conditions apply to holiday clubs organised by Languages for All Ltd. (Company number: 09610402). The contract for the supply of any place on a particular holiday club is between Languages for All Ltd. and you. Your contract incorporates these Terms and Conditions and by making a booking with us you confirm your acceptance of these Terms and Conditions.

In these Terms and Conditions:

'we' or 'us' or 'our' means Languages for All Ltd.

'you' or 'your' means the parent or guardian of the Participant(s) named on the registration form who signs our registration form

'Participant' means the person(s) named on the relevant registration form taking part in the relevant club and his or her parents and guardians

### A. BOOKING AND PAYMENT

#### A.1 YOUR RESERVATION

A.1.1 When you make a booking, we will provisionally reserve a place or places on the relevant club on the basis of these terms and conditions. Your booking will be taken as confirmed in respect to all Participants named by you on the booking form only at the time of deposit payment and when we have received a duly completed registration form. A binding contract between us will come into existence only when we send our Confirmation Email. Prior to doing so, we may send you acknowledgement of receipt of the deposit, the registration form and/or the full amount. Any such acknowledgment simply indicates that we are dealing with the booking and is not a confirmation of it.

A.1.2 Please check the Confirmation Email together with any other documents we send you as soon as you receive them. Contact us immediately if any information which appears on such documentation appears to be incorrect or incomplete.

#### A.2 OUR PRICE POLICY, PAYMENT AND SURCHARGES

A.2.1 Deposits of £10 are usually payable per Participant upon booking. The balance of the total price per participant must be paid no later than 1 week before the start of the relevant club. Participants will not be confirmed on the club until we receive the relevant deposit along with the total price by the relevant date.

A.2.2 Payment of deposits and final payments are to be made by debit or credit card through secure online payment made via PayPal. You will incur no extra costs from using this service.

### B. CHANGES AND CANCELLATION BY US

#### B.1 IF WE CHANGE YOUR ARRANGEMENTS BEFORE THE CLUB COMMENCES

B.1.1 We hope and expect to be able to provide you with all the services we have confirmed to you. However, given the nature of the clubs, you and each Participant are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline itineraries are a guide only, do not form a contractual obligation on us and may be subject to change. In the vast majority of cases any changes will be regarded by us as minor changes. However, if we consider them a 'Significant Change' we will endeavour to advise you as soon as reasonably possible. A significant



change could include, purely by way of example, a change to the scheduled excursion arising as a result of circumstances out of our control.

### **B.2 IF WE CANCEL YOUR ARRANGEMENTS**

- B.2.1 In the unlikely event we need to cancel arrangements we will tell you as soon as possible. However, we will not cancel your arrangements less than 7 days before the start of the relevant club, unless it is for a reason outside our control. If we cancel your arrangements we will issue a refund of all monies paid.
- B.2.2 We regret that our clubs can only be operated if a sufficient number of people agree to take part and pay all the sums due. If there is insufficient demand, we have the right to cancel the club in question. If we have to do so, we promise we will tell you no later than 7 days before the start of the relevant club. In this situation a full refund of all monies paid will be issued.

## **C. CHANGES AND CANCELLATION BY YOU**

### **C.1 IF YOU CHANGE YOUR BOOKING**

- C.1.1 If you want to change your booking in any way you must inform us in writing as soon as possible. We will endeavour to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.
- C.1.2 Where we can make a change, we will charge you for any additional services.

### **C.2 IF YOU CANCEL YOUR BOOKING**

- C.2.1 If you wish to cancel your booking, you must do so in writing. If you cancel up to 7 days before the start of the club a full refund of all monies paid will be made. If you cancel within 7 - 1 day(s) of the start of the relevant club we will withhold the deposit as a cancellation fee and refund any other monies paid. If you cancel on the same day of the start of the camp we will withhold the deposit and 100% of the total price as a cancellation fee.
- C.2.2 If the Participant named on the registration form is unable to attend the club for any reason, you may be able to transfer the place of the person(s) concerned to someone else/other people suggested by you and acceptable to us.

## **D. LIMITATION OF OUR LIABILITY TO YOU**

- D.1 If the contract we have with you is not performed or is improperly performed we will pay you compensation. However we will not be liable where any failure in the performance of the contract is due to:
  - D.1.1 you or a relevant Participant; or
  - D.1.2 a third party unconnected with the provision of the club arrangements and where the failure is unforeseeable or unavoidable; or
  - D.1.3 unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.
- D.2 Our liability to you, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost payable to us for the club.
- D.3 Should any Participant suffer illness, personal injury or death attributable to a third party unconnected with the provision of the service, or as a result of failures due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.



- D. 4 Nothing in these Terms and Conditions affects any statutory rights that you or individual Participants may have under the relevant jurisdiction.

### **E. YOUR RESPONSIBILITIES AND THE RESPONSIBILITIES OF PARTICIPANTS**

#### **E.1 REGISTRATION FORM FOR PARTICIPANTS**

Parents or guardians of each Participant are required to fill in a form for entry onto the club. A parent or guardian will be required to countersign and confirm that we may act in *loco parentis* whilst the relevant Participant is at the club. We reserve the right to cancel any Participant's place on, or require a Participant to leave the club, even if the club has already commenced, and without compensation or repayment of any sums paid should any information on the registration form be incorrect.

#### **E.2 SPECIAL REQUESTS**

If you have a special request, we will do our best to help, but cannot guarantee it except as set out below. We promise to comply with any special requests which we have specifically agreed to and confirmed in writing. If any additional cost is applicable, it will be invoiced to you prior to the start of the club.

#### **E.3 HEALTH PRECAUTIONS AND SAFETY**

E.3.1 We will provide general advice to you and Participants as to what health precautions are usually required for any activities. Any health information provided by us is provided in good faith but will only be a general overview of any health hazards and requirements for the club. In the circumstances any such advice given by us should not be regarded as a substitute for specific and detailed medical advice.

E.3.2 Our clubs involve some strenuous activity and it is your responsibility to ensure that each Participant has the necessary level of fitness and health to complete the club. Each Participant will be required to provide a form with appropriate medical details and full particulars must be given of any previous or existing conditions that may affect a Participant's ability to take part in the club or relevant activities. Participants will be required to authorise disclosure by us of any such conditions to any medical personnel that we use in connection with the club. We reserve the right to cancel any Participant's place on or require a Participant to leave the club, even if the club has already commenced, and without repayment of any sums paid or other compensation, should any information provided to us in respect of that Participant's medical history or condition be incorrect.

E.3.3 Whilst at the club all Participants are required to adhere at all times to the advice and instructions given by our staff.

E.3.4 If a Participant falls ill or suffers an injury, or in our opinion is not able to continue with the club, we reserve the right, following consultation with the relevant parent or guardian, to require each Participant to either leave the club entirely or for a period, or to not take part in a particular activity at the club. In such circumstances the relevant parent or guardian or other responsible adult will be required by us to accompany the relevant Participant at all times, even if the Participant has to return home.

#### **E.4 BEHAVIOUR**

E.4.1 We shall endeavour to provide advice to Participants on health, safety and security matters before and whilst at the club and provide reasonable supervision whilst Participants are undertaking activities and expect all Participants to behave responsibly in relation to their own safety and security and that of others at the club.



- E.4.2 All Participants should be advised that you will be personally liable for any damages suffered to property or by us in the event of any Participant failing to comply with the terms of this clause E.4 and that, following consultation with the relevant parent or guardian, we reserve the right in our absolute discretion to require any Participant to leave the club if that Participant's behaviour falls short of the standards expected by us. In such circumstances the relevant Participant will have to be accompanied home by you or another responsible adult and no compensation of any sort (including the return of any monies paid) shall be payable by us in respect of the relevant Participant and all rights are reserved by us against such Participant and you.

### **F. IF YOU HAVE A COMPLAINT**

If you or a Participant have cause for complaint whilst at the club, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation. If your complaint is not resolved on site, please follow this up within 28 days of the end of the club by emailing [phil@languagesforall.org](mailto:phil@languagesforall.org).

### **G. PUBLICITY AND USE OF IMAGES**

We take photographs of the club and use some in our promotional literature, on our website and social media platforms. We may also reproduce any comments that we receive from you or Participants in a similar way. We always endeavour to use any such photographs or comments in a responsible way, but if you do not agree to such use we must be informed in writing before the start of the relevant club.