

123 Camps Ltd.  
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123 Camps is a company incorporated in England and Wales under Companies Act 1985 - Registered No. 10327807

## **Our holiday terms and conditions.**

### **I. GENERAL CONDITIONS**

Before booking a holiday with 123 Camps Ltd (hereinafter referred to as the organiser) the parent or legal guardian of the child (hereinafter referred to as the client) should read the contract and its terms and conditions carefully and only sign the application form if you wish to be legally bound by the contract.

### **II. AGREEMENT**

1. The agreement between the client (parent or legal guardian of the child), and the organiser becomes legally binding when the contract is signed by both parties the appropriate payment has been made by the client.
2. All personal information that the client has made available to the organizer shall be protected in accordance with applicable law.
3. The client is required to return the signed contract within 7 days of the date of arranging for their child to attend and, in the case of a last minute booking, not later than 3 days prior to departure. If this deadline is not met the organiser will consider that the client does not wish to proceed and the booking will be cancelled accordingly.  
The client may return the contract by e-mail or by post.
4. The Client agrees to pay the amount due for the service specified in this agreement. There is an option of spreading the payment by paying a deposit of £100.00 .The remainder of the charges must be paid no later than 45 days before the date of commencement of the holiday. If the client signs up in less than 45 days before the beginning of the stay, the client will pay the total amount due on the day of booking.
5. Failure to make full payment on the due date, or failure to provide the required documents may result in the cancellation of the holiday and your child will be denied the right to travel with us.
6. Application form should be completed by the parent / guardian and returned to the office's address up to two weeks before the event. If the client signs up 7 or less days prior to departure, the client should make every effort to ensure that the documents reach the office no later than 3 days prior to departure.
7. The Organiser shall provide basic medical assistance 24 hours a day (our staff are trained in first aid and if necessary, a visit to a health clinic or hospital will be arranged). However, we suggest each Client buys travel insurance for their child. Unfortunately, in the UK it is not possible to purchase this type of insurance by the organiser. However 123 Camps Ltd can help redeem this type of policy.
8. The Client is obliged to inform the office of any change of name of the child, address or passport giving sufficient time to complete all organisational formalities.
9. The Organiser reserves the right to cancel the event up to 14 days prior to the commencement due to unforeseen reasons beyond their control as well as the insufficient number of participants.

Participant receives the reimbursement of payments made.

10. The Organiser is obliged to inform the Client of any changes to the holiday itself or the terms and conditions immediately after receiving the information requiring such changes. The Customer shall, without delay after receipt of information on such changes from the travel agency, inform the travel agency in writing, whether the Customer accepts the proposed change or withdraws from the contract. No reply is equivalent to accepting the new terms of the contract.

### III. CANCELLATION

1. Cancellation of the holiday by the client is accepted only in writing, sent to the headquarters of 123 Camps Ltd. The date of cancellation shall be the date of its receipt by the office:

3 Manor Close, Milton Keynes Village, Milton Keynes, MK10 9AL.

2. In case of cancellation by the Client the Organiser will refund any payments made less

a) an administrative fee of £ 50 (for each person listed on the application),

b) cancellation between 70 and 45 days prior to departure - loss of deposit.

c) cancellation between 44 and 30 days before the date of the event: 50% of the cost will be refunded

d) if the cancellation is made within 29 days before the date of the event, the organiser will pay out an amount less costs and other organizer losses (up to 80% of the cost of the holiday).

### IV. IMPLEMENTATION OF THE AGREEMENT, COMPLAINTS

1. The organizer is committed to the proper performance of activities included in the contract, but shall not be liable for non-performance or improper performance of services caused by the act or omission of the customer or third parties participating in the performance of services provided in the contract, if the action could not have been foreseen or avoided, either by any higher force.

2. The Customer shall bear liability for damage caused by a participant to the property of the contractor, as well as property of third parties.

3. The Organiser shall not be liable for valuables, money left by the participant during the holiday and for transport, which have not been deposited with the supervisor.

4. Your child is required to adhere to the rules of each of the venues or places visited and supervisor's instructions.

5. In the unlikely event of a serious behavioural issue (eg. Use of alcohol, straying from the group without the supervisor's permission, acts of aggression etc), the Organiser reserves the right to send the child home at the expense of his/her parents (guardians) - including transport and care costs while travelling. Under these circumstances the Organiser has no legal obligation to refund the Client for the unused portion of the holiday.

6. The Organiser shall not return the value of the benefits that have not been fully utilized for reasons attributable to the child.

7. Our aim is to ensure that your child enjoys their holiday with us however if you have any complaints please contact us to discuss them and we will do our best to help. Your statutory rights are not affected.

8. Parents or guardians are required to notify the Organiser in writing of any child's physical or mental conditions which may affect the enjoyment of their holiday or affect the way we look after them. Failure to disclose any physical, mental or health conditions that hinder caring for the child, the Organiser shall not be liable for any consequences resulting from this omission.

9. Participants are allowed to have luggage consisting of:

a. 1 large bag / suitcase (on wheels), the weight of which should not exceed 20 kg. Baggage must be easy to use by a child.

b. 1 additional bag (backpack or small bag) weighing up to 5 kg,

10. The Organiser shall have the right to refuse to accept additional luggage if there's not enough luggage space in the transport. If you feel your child may need additional luggage please contact us

for approval before the commencement of the holiday.

11. The child shall obey the rules of the transport company (as specified by the transport provider) and the Client will be held responsible for any damage caused by their child during any journey.

12. If parents / guardians wish to pick up their child before the end of the holiday, they are asked to give at least 24 hours notice to the organiser by phone or as much notice as possible in event of an emergency. This is so that we can arrange to meet to hand over your child.

13. In the event that the client intends to send another person to pick up their child , a written authorization shall be provided containing the personal data of the person, personal details of the child and a clear signature of the parent / guardian. A copy of the authorization shall be submitted to the office of the organizer via email, mail, or in person no later than the day before the end of the holiday. On arrival at the camp, the authorised person shall produce proof of their identity which includes a photograph, e.g. drivers licence or passport as well as an original copy of the authorization to the organiser at the time of picking up the child.

14. The child has the opportunity during the event to deposit money with the supervisor for safekeeping. The Organiser shall not be liable for any theft non deposited cash.

15. Parents or legal guardians visits during the event may take place after prior arrangements have been made with the organiser.

16. In the event of termination of the contract by the client during the child's stay at the camp, no refund will be given for the unused part of the holiday unless the organiser has breached the contract in some way.

17. Parents / guardians, by signing the contract agree to

- a) Let the child take part in all sports and recreational activities.
- b) Allow their child to be tested for alcohol or drugs testing where there is reasonable suspicion that the child is being affected by either drugs or alcohol. The Organiser will attempt to contact the parent/legal guardian prior to undertaking any test and the test will be carried out by an authorised person e.g. police or doctor.
- c) If necessary, agree to give permission to the organiser to arrange any medical or emergency medical treatment required by the child. In all instances the Organiser will attempt to contact the parent/legal guardian before, if possible.
- d) The use of images or video taken during the holiday, with the participation of the child, in the Organisers advertising materials.

## V. STATEMENTS OF ORGANIZER

1. The Organiser - 123 Camps Ltd declares that it is a company registered in the Company House under number 06634253.

2. The Organiser shall provide the following:

- a) accomodation for the children during their stay - This will be in a hygienic environment with bathing facilities.
- b) four meals a day (breakfast, lunch, afternoon snack, dinner) will be provided, the first meal at camp will be served on arrival, and the last meal on the day of departure (plus a packed lunch for the journey).
- c) personnel will be provided to look after and care for the children. The ratio of will be not less than 1 supervisor to 15 children plus additional organiser to provide additional support. All carers and organizers have enhanced Disclosure and Barring Service (DBS) disclosure (formerly known as CRB checks). All checks are current which means they are less than 3 years old.
- d) staff are trained in first aid and will immediately contact a doctor or the emergency services if there is a need. We will make the earliest possible contact with you to discuss any medical issues.
- e) lifeguard supervision of children during water based activities including the sea and swimming pools..
- f) organising an appropriate program of activities. If for any reason, beyond the control of the Organiser, any change occurs, the Organiser is obliged to organize alternative services which are of

of equal value and similar specification.

g) to provide the children with supervised transport to and from the camp. It may be possible to arrange transport from other cities for an additional cost, please ask.

#### IV. ADDITIONAL INFORMATION

1. The Parent/guardian must complete the application form with all important information regarding the health status of the child (this is necessary to ensure the children receive proper care) and deliver the form to the 123 Camps Ltd office no later than 14 days before the holiday. If the client books the holiday during the 14 days before the holiday commences the application/booking form must be handed in immediately.

2. All payments to be made by bank transfer to the following trust account.

Please enter the reference : name of the child or parent and the camp reference number

Account Name: 123 Camps Ltd & Protected Trust Service

Account number: 83664597

Sort code: 40-40-14