

# Terms and Conditions for XKeys Ltd (day and residential camps)

## 1. Interpretation

1.1 In these Terms and Conditions (“these Conditions”), the following terms shall have the following meanings:

‘**Booking**’ refers to the booking made by you either online, by telephone, email or in person and received by XKeys Ltd, whether accepted or not;

‘**Booking Form**’ refers to the application form by which details of the Camper and the Camp he/she wishes to attend are submitted to XKeys Ltd;

‘**Camp**’ the camp which the Camper is attending, as set out in the Booking Form;

‘**Camper**’ the child or children or teen or teens who will be attending the Camp as specified in the Booking Form;

‘**Xkeys Ltd**’ XKEYS Limited (company number 03880943) (t/a Mini Minors, XUK, XUK Day, XUK Excel, XUK English, XUK Activity) whose registered office is at 3rd Floor, Hathaway House, Popes Drive, London N3 1QF;

‘**Day Camp**’ refers to the Mini Minors and XUK Day Camps based at Brookland, Hampstead Garden Suburb, NW11;

‘**Deposit**’ the deposit specified in XKeys Ltd’ brochure, website or other published literature relating to the services from time to time;

‘**Extras**’ any and all extra services provided by XKeys Ltd, including but not limited to Optional Extras (as specified in the XUK brochure), transport, airport service, swimming, lates and accessories

‘**Fees**’ the fees shown in XKeys Ltd’ brochure, website or other published literature relating to the Services from time to time;

‘**Full Fee Date**’ the date specified by XKeys Ltd by which the fees relating to the Camp must be received;

‘**Location**’ the location of the Camp (including excursions and travelling to and from the Location);

‘**Residential Camp**’ refers to the summer camps offered by XKeys Ltd;

‘**Rules**’ the residential rules and the day camp rules by which all campers must abide by during their time at Xkeys Ltd;

‘**Services**’ the provision of the Camp and any Extras for the Camper by XKeys Ltd;

‘**you**’ and ‘**your**’ the Camper’s parent(s) or carer(s) as specified in “Your Details” Booking Form.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. Supply of Services

2.1. XKeys Ltd shall provide the Services to the Camper subject to these Conditions. By Booking and paying the Deposit (for Residential Camps) or Fees (for all camps) you agree on behalf of yourself

and the Camper to be bound by these Conditions. These Conditions constitute the entire agreement between XKeys Ltd and you/the Camper and may not be varied except in writing by a director of XKeys Ltd. Representations made by XKeys Ltd or by its employees or agents in relation to the Booking are not incorporated into these Conditions unless confirmed in writing by a director of XKeys Ltd and XKeys Ltd accepts no liability if you relied on such representation which have not been so confirmed.

2.2. Bookings are accepted at the discretion of XKeys Ltd and are not transferable. A contract does not exist until XKeys Ltd accepts your Booking and issues a confirmation in accordance with clause 3.4 below, at which point a contract will form between you and XKeys Ltd incorporating these Conditions (**'the Contract'**).

2.3. You shall fully complete the Booking Form, confirmations and any other requested paperwork, and at your own expense supply XKeys Ltd with all necessary and other information required by XKeys Ltd in connection with the Services. XKeys Ltd reserves the right to terminate the Contract and cancel your Booking if you fail to supply information required under these Conditions which causes or would cause detriment to XKeys Ltd.

2.4. XKeys Ltd may correct any typographical or other errors or omissions in any XKeys Ltd material relating to the provision of the Services without incurring any liability to you.

### **3. Payment of Fees**

3.1. You shall pay XKeys Ltd the Fees and any additional sums which are agreed between you and XKeys Ltd for the provision of the Services.

3.2. XKeys Ltd shall not be responsible for any cash payment unless it is handed personally to a director of XKeys Ltd.

3.3. All cheques must be payable to "XUK" (unless otherwise requested by XKeys Ltd) and crossed with "a/c payee only". If your cheque is not cleared by the bank, you will become liable for an additional administration payment to XKeys Ltd of £30.

3.4. On acceptance of your Booking, XKeys Ltd will issue an invoice or confirmation letter. It is important that this is checked thoroughly and you alert XKeys Ltd of any changes that need to be made at least 14 days before the commencement of the Camp.

3.5. In respect of **Residential Camps** only:

3.5.1. Subject to the paragraph 3.5.3 below, the Deposit must be remitted together with the Booking Form. The Deposit is NOT refundable unless your Booking is not accepted by XKeys Ltd. No Booking is valid until payment has been received in cleared funds, whether childcare vouchers, bank transfer or card / cheque.

3.5.2. The balance of the Fees (after any Deposit paid) is payable by you on or before the Full Fee Date. If XKeys Ltd does not receive the balance of the Fees by the Full Fee Date, it will have the right to take payment automatically or terminate the Contract on written notification to you. In the event of such termination (and in accordance with clause 3.5.1. above), the Deposit will not be refunded.

3.5.3. Where a Booking Form is received by XKeys Ltd after the Full Fee Date, it must be accompanied by the Deposit and Fees payable. On acceptance of such a Booking, XKeys Ltd will issue an invoice or confirmation letter in accordance with clause 3.4 above.

#### **4. Cancellation**

4.1. If for any reason, the Camp is cancelled by XKeys Ltd, the total liability of XKeys Ltd to you will not exceed that proportion of the Fees XKeys Ltd have actually received from you. XKeys Ltd will not be held responsible for any costs incurred by you or the Camper in respect of travel, accommodation or other expenses not included in the Services.

4.2. XKeys Ltd reserves the right to apply the cancellation charges specified in clauses 4.3 and 4.5 if XKeys Ltd terminates the Contract and cancels your Booking in accordance with clauses 2.3, 3.5.1, 5.3, 7.3 and 7.7.

#### **RESIDENTIAL CAMPS**

4.3. If you wish to cancel your Booking for a Residential Camp for any reason, you must do so by notice in writing to XKeys Ltd. XKeys Ltd reserves the right to apply the following cancellation charges (in addition to retention of the deposit pursuant to clause 4.4);

Date notice received cancellation charge

Before 1 May 2022 - None

Between 1 May 2022 and 1 June 2022 - 50% of Fees

Between 1 June 2022 and 1 July 2022 - 75% of Fees

On or after 1 July 2022 - 100% of Fees

4.4. In the event that a Booking for a Residential Camp is cancelled by you at any time the Deposit will be forfeited.

#### **DAY CAMPS**

4.5. In the event of cancellation of your Booking for a Day Camp by you, a refund will only be payable if such cancellation is notified in writing to XKeys Ltd at least 14 days before the commencement of the Camp. An administration charge of £15 per week per child will be deducted from any refund.

#### **5. Rules, Regulations and your Liability**

5.1. You agree to be wholly liable for any and all actions and/or omissions of the Camper. Without prejudice to the generality of the foregoing, you shall be liable for any liability, financial or otherwise, or injury or damage to property caused by the Camper whilst at the Location, and shall fully indemnify XKeys Ltd, their agents, contractors and/or employees for any loss, damage, costs or expenses resulting from such liability, injury or damage.

5.2. XKeys Ltd reserves the right to make rules and regulations relating to the Camper's participation in the Camp ("the Rules"). The Rules form part of these Conditions and will be notified to the Camper at the Location and are available on the [website](#).

5.3. Any failure by the Camper to adhere to the Rules may result in his/her participation at the Camp being terminated forthwith without refund and in such event the Camper may be sent home at your expense.

5.4. Without prejudice to clause 5.3 above, XKeys Ltd reserves the right to withdraw the Camper from any activity at any time on the grounds of safety or unsuitability.

5.5. We are sensitive to certain allergens but cannot guarantee their exclusion from the Camp. Please let us know immediately if you or the Camper are aware of any allergies the Camper may

have. XKeys Ltd reserves the right to not accept, terminate the Contract and cancel your Booking in accordance with clause 7.1, should it consider that it cannot provide appropriate safeguards or an allergen would adversely affect the health and safety of the Camper.

**5.6. Day Camps:** If arriving to a Day Camp in a car, you must, at all times, abide by the Parking code of conduct. This includes, and is not limited to, driving yourself or getting a lift.

## **6. Liability**

6.1. Except in respect of death or personal injury caused by XKeys Ltd's negligence, XKeys Ltd shall not be liable to you or the Camper by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by or negligent or the negligence of our servants, or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by you or the Camper, and our entire liability under or in connection with the Contract shall not exceed the amount of Fees received by XKeys Ltd for the provision of the Services.

6.2. XKeys Ltd excludes liability for any sum recoverable through any insurance cover you may have taken out for the Camp and/or Services.

6.3. All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.4. Where XKeys Ltd provides, in connection with the provision of the Services, any goods or equipment or services supplied by a third party, XKeys Ltd does not give any warranty, guarantee or other terms as to their quality, fitness for purpose, performance or otherwise.

6.5. XKeys Ltd shall have no liability to the Camper for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by you which are incomplete, incorrect, inaccurate or illegible, or arising from the Camper's late arrival or non-arrival, or any other fault of you or the Camper.

6.6. XKeys Ltd shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of XKeys Ltd's obligations in relation to the Services, if the delay or failure was due to any cause beyond XKeys Ltd's reasonable control.

6.7. You are responsible for taking out travel insurance covering you against cancellation, curtailment, personal liability, personal accident and lost property and XKeys Ltd makes no warranties or representations as to the suitability of any insurance cover. XKeys Ltd accepts no liability in respect of any insurance cover you may have.

6.8. It is essential your child has suitable travel insurance and brings details and evidence of this in case any claim is needed while in the UK. Any associated costs of treatment will be paid by you and not XKeys Ltd.

6.9. XKeys Ltd reserves the right to alter programmes, activities, itineraries, excursions, age brackets, premises and personnel as it thinks fit to comply with statutory health and safety requirements or not material in nature and without notice.

6.10. Subject to clause 6.9, XKeys Ltd reserves the right to alter the Services, programmes, activities, itineraries, excursions, age brackets, premises and personnel due to weather or matters beyond XKeys Ltd reasonable control (including events stated in clause 15.1) and reserves the right to

provide reasonable alternatives of equal or better standard without notice, liability or alteration of the Fees.

6.11. XKeys Ltd will not be bound by any statement unless it is in writing and authorised by a director of XKeys Ltd.

6.12. In the event that the Camper requires a VISA, you take full responsibility for ensuring you obtain a VISA for the Camper. In the event that you do not obtain a VISA or unable to, it is deemed that you have cancelled your Booking and your Booking will be subject to clauses 4.3 and 4.4.

## **7. Medical and Behavioural**

7.1. Any medical or behavioural problems of the Camper known to you must be notified to XKeys Ltd in writing on the Booking Form, and in any event prior to the commencement of the Camp. XKeys Ltd reserves the right not to accept or terminate the Contract and cancel your Booking on the grounds that any such medical or behavioural problems are not conducive to the Camper's or other 'campers' participation in the Camp.

7.2. In the event that the Camper becomes ill or incapacitated during the Camp, you agree to medical treatment being given to the Camper if required in accordance with the recommendations of a qualified medical practitioner, including the administration of a general anaesthetic and to surgical operations in case of emergency. Such action shall be taken at your expense.

7.3. If the Camper becomes ill or comes into contact with any contagious or infectious disease during the 21 days prior to the commencement of the Camp, you must immediately notify XKeys Ltd in writing and provide a medical certificate from the Camper's doctor giving approval for the Camper to participate in the Camp. Failure to do so will be deemed a Booking cancellation by you and subject to clauses 4.3 to 4.5 at XKeys Ltd's discretion.

7.4. It is yours and the Camper's responsibility to help XKeys Ltd prevent the spread of infectious diseases.

7.5. On request, you will provide a doctor's letter stating the Camper's suitability to participate in Camp.

7.6. It is your responsibility to tell XKeys Ltd prior to Camp of any issue or condition that may affect their stay at Camp. These include but are not limited to ADHD, SEN, medical, languages, disabilities, diet, medical, behavioural/social issues, child's history.

7.7. We reserve the right to decline, accept or cancel any Booking, or exclude any child at any time prior to, or during the Camp, if in our reasonable opinion the behaviour of that child is, or may be disruptive, dangerous or incompatible with the general enjoyment and well-being of others. Any cancellations will be subject to clauses 4.3 to 4.5.

7.8. Non prescription / over the counter medication (e.g. painkillers, antihistamines, plasters etc) will be available for infrequent use. These will be given by our health / management team and only available for short term solutions to health issues and no warranty is given for the suitability of such medication.

## **8. Health and Safety**

8.1. By entering into the Contract with XKeys Ltd, you accept and agree for and on behalf of each Camper to comply with Xkeys Ltd's Health and Safety Policies and Procedures which can be found on our website [www.xukcamps.com](http://www.xukcamps.com).

8.2. Failure to comply with XKeys Ltd's Health and Safety Policies and Procedures will entitle XKeys Ltd to cancel a Booking or the Contract without having to pay any compensation and you will be liable to pay the cancellation charges outlined in clause 4.

## **9. Jewellery, Valuables and Lost Property**

9.1. XKeys Ltd will not be liable for any item of jewellery or valuable property brought to the Location by the Camper.

9.2. Campers must not wear jewellery whilst taking part in physical activities. If a Camper is instructed to remove jewellery at any time, XKeys Ltd will not be responsible for its safekeeping.

9.3. XKeys Ltd will not be responsible for any property left at the Location (by the Camper or otherwise), and may dispose of any such property if not claimed and collected by you within seven days of the end of the Camp.

## **10. Personal Searches**

XKeys Ltd reserves the right to search the bags and other personal property of all Campers in appropriate circumstances.

## **11. Publicity**

11.1. Subject to clause 11.2 and clause 12.1, we may use for publicity purposes any photograph or video taken of the Camper at the Location, and any statement (whether written or oral) made by you or the Camper. Publicity purposes may include, though not limited to, company social media/website postings and promotional material such as brochures and leaflets.

11.2. You as the parent or guardian, and/or the Camper (if appropriate) should contact XKeys Ltd if you wish to discuss clause 11.1 or have any concerns relating to it.

## **12. Data Protection**

12.1. We will only use your personal information as set out in our [PRIVACY POLICY](#)

12.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **13. Transport and Trips**

13.1. It is yours and the Camper's responsibility when travelling to and from the Camp that the Camper carries with them all the correct ID and other documentation required to enable them to travel. This includes all necessary travel documentation such as a valid passport, visa (if required), any required medical or health certificate, confirmation of booking and written permission for your child to travel alone or with an adult who is not their parent or legal guardian. XKeys Ltd will not be liable in any way if the Camper is unable to travel, which will be deemed to be a cancellation of your Booking and subject to clauses 4.3 and 4.4.

13.2. XKeys Ltd's Fees relating to transport are subject to the same cancellation fees set out in clause 4.3 as for the Camp.

13.3. For certain trips XKeys Ltd gives you (if your child is 16 or 17 at the time of Camp) the option to let them go around in small groups without being accompanied by our staff. This is a decision taken entirely at your and the Camper's discretion. To opt in to this, you must send a letter/email of authority to us prior to the Camp starting. XKeys Ltd will not allow any child under 16 to go unaccompanied without staff and will not allow any child of 16 or 17 to go unaccompanied without express written permission.

#### **14. Smoking, Alcohol and Drugs**

Possession and / or consumption of alcohol, tobacco or drugs by the Camper at the Camp are NOT PERMITTED UNDER ANY CIRCUMSTANCES. Please note that if the Camper does not adhere to this Condition, he/she will be removed from Camp in accordance with clause 5.3 of these Conditions.

#### **15. Child Protection/Safeguarding**

15.1. Safeguarding the children in our care is the main priority of XKeys Ltd.

15.2. XKeys Ltd will contact Local Safeguarding Children's board if we suspect abuse or in an event of a disclosure.

15.3. It is your responsibility to give Xkeys Ltd information (name, address and other contact details) of every person who is a parent and/or carer and/or has parental responsibility for the Camper. It is also your responsibility to tell us who the Camper normally lives with.

#### **16. Force Majeure**

We shall not be liable for any delay in performing or failure to perform any obligation (including to action any alteration or cancellation) due to any case beyond our reasonable control including lock-outs, strikes, shortages of personnel, labour disputes, war, riot, act of God, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation or direction, accident, environmental contamination, pandemic outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this agreement.

#### **17. General**

17.1. See the XKeys Ltd rules and policies and procedures document for all the company policies including but not limited to complaints, equal opportunities, safeguarding and health & safety.

17.2. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

17.3. This agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

17.4. Nothing in this agreement is intended to confer any right on any person who is not a party to this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.