

Terms and Conditions

Mad Science After School Club & Camps

General:

This section sets out the Terms and Conditions by which Mad Science SWB agrees to provide products and services to you and your child.

When you book or purchase any product or service from us, you are signifying your agreement to these Terms and Conditions.

We reserve the right to modify, cancel or append to these Terms and Conditions. The current Terms and Conditions always appear on our Website. On renewal of sessions or purchase of any activity product or service, the most recent Terms and Conditions shall apply.

We reserve the right to alter, vary, omit or substitute any part or parts of any session provided by us described in any promotional or other materials published by us or on our behalf.

In the event of any change in any Mad Science session content as described in our programme promotion or literature, we will have no liability to refund any part of any fee or deposit paid. We will always do our best to inform you of any changes that may affect your experience.

The full cost of the Mad Science After School Clubs and Camp Days minus any agreed discounts must be paid at the time of booking.

If full payment is not received at the time of booking, we reserve the right to cancel the booking.

CORONAVIRUS: In the event of cancellations due to the coronavirus or pandemic disruption we will attempt to re-schedule events and programmes where possible. Unfortunately, in these exceptional circumstances, we will be unable to refund customers should we be unable to re-schedule the event or programme or if they are unable to attend the rescheduled event or programme. Instead we will offer 'store credit' for the amount, which will then be redeemable against any other Mad Science South Wales or Bristol programming in the future.

After School Clubs

Refunds and Cancellations

No refunds are available for missed sessions.

If you have booked a Mad Science session and you now wish to cancel:

a) If you inform us 7 days before the commencement of the first session we will provide a full refund.

b) If you inform us within 7 days or less of the course commencing, a partial refund is applicable. After the first session has started we will only refund the remaining sessions.

c) After the second session no refunds will be made for missed sessions.

Camps

Discounts

Mad Science reserves the right to revoke or alter any discounts at any time.

Full Week discounts are applied automatically when booking 5 days on the same location and dates.

Only 1 additional discount can be applied per transaction / booking, we therefore always provide you with the discount that provides the best saving. Please see additional discount information below.

Early Bird Booking Discount

15% Off Early Bird Discount applies to all bookings for South Wales and Bristol venues booked during the promotional period.. Discount is applied using the code Early15 at the promo code slot. Early Bird Discounts cannot be retroactively applied once the deadlines have passed. Once Early Bird Period Ends, prices revert to our standard tariffs.

Multiple Child Bookings

15% Off Second Child's Fee when booking 2 or more at the same location and dates.

Group Booking Discount

20% Off Total Group Booking when booking 5 or more children at the same location and dates. Bookings must be made in a single transaction to qualify for the discount. Full Week discounts are applied as standard.

Discount Codes

We occasionally offer Discount Codes and Vouchers as part of our promotions. These are offered on an individual basis and no cash alternatives are available. Codes must be entered at the basket stage to be applied.

Refunds and Cancellations

Once a camp week has started, no refunds are available for missed days.

If you have booked Mad Science Camp and you wish to cancel

a) If you inform us 2 weeks before the camp week is due to run you will receive a full refund

b) If you inform us less than 2 weeks prior to the start of the camp week a 50% refund only will be provided. A full credit may also be offered. Please speak to the team to ascertain the possible solutions.

Behavioral Expectations

At Mad Science it is imperative that all attendees adhere to our Behavioural Policy. This includes but is not limited to:

- a) Minimum ability to listen and follow instructions set by Mad Science Staff
- b) Be courteous and kind to their fellow classmates and staff
- c) Use equipment only as instructed and intended to do so.
- d) Behave in a calm and responsible manner during the course.
- e) No physical or verbal abuse will be tolerated
- f) Work safely, and follow safety procedures at all times.
- g) No eating or drinking once the class has commenced.
- h) Always wearing goggles / gloves as instructed when required.

Failure to adhere to these guidelines may result in us removing your child from the course Or canceling their attendance. We will contact you to discuss should we feel that there are behavioral issues that require attention.

Exclusions

In the event that we consider:

- a) you are in breach of any of these Terms and Conditions or any regulations issued from time to time by us;
- b) the behaviour of your child is disruptive or likely to put other children or Mad Science staff in danger; or
- c) the behaviour of your child poses a risk to themselves, our staff or other attendees at camp; or
- d) your behaviour towards us, other customers, children in their care or our suppliers, agents, managers, subcontractors or employees is disruptive, inappropriate, consistently negligent (including late collection of your child) or likely to bring us or any of our products or services into disrepute, we reserve the right to exclude your child from any Mad Science activity or part thereof.

In the event that your child is excluded, no fees or deposits will be repaid to you and we reserve the right to seek payment of the balance of any fees due to us.

Returned payments and refunds

We will make an administrative charge of £7.50 to cover cheques returned unpaid or unreasonably disputed credit card payments or unhonoured Direct Debits.

In circumstances where a payment is refunded:

Refunds are issued by BACS payment into your bank account. OR by Worldpay when payments are made online

We will process any refund within 28 days of notifying you that we are issuing you the refund

No credits or refunds will be issued retrospectively.

Cancellations & Venue changes

We reserve the right to cancel any service at any time up to and including the date the activity starts. Should this occur we will endeavour to give you at least seven day's notice and will attempt to offer you a viable alternative or will offer you a refund of any fee paid.

Occasionally it is necessary to temporarily change the venue of our activities. Where this occurs we will endeavour to ensure that the alternative venue is no more than five miles from the usual location. If the distance is greater than five miles and, as a result, your child is unable to attend, subject to application in writing by you, we will credit Your Account with the amount you paid for the Missed Session.

Health & Injuries

We accept children on the assumption that they are in good health and it is your responsibility to alert us to any medical complaint or history suffered by your child.

We do not accept responsibility for loss or damage arising from errors or omissions on the Registration Form whether completed by you or by another person in charge of your child at the time of completion.

We do not accept liability for death or personal injury to any child attending Mad Science or any activity related to Mad Science whether organised by Mad Science or otherwise save to the extent that such death or injury shall be caused by the negligence or default of any member of our staff or any other default on our part.

Personal Property

We do not accept responsibility for any loss of, or damage to, personal property belonging to you or your child irrespective of whether such possessions might be used by you or the child for the purposes of any Mad Science activity save to the extent that such loss or damage shall be caused by the negligence or default of any member of our staff or any other default on our part.

Other Losses

We do not accept responsibility for any loss or expense due to circumstances beyond our control, including, but not limited to, delays in public transport, weather, quarantine, sickness, bereavement, strikes or other industrial action, terrorism, fire and riot.

Without prejudice to the other terms of this agreement, in no event (including our own negligence) will we be liable for any:

- a) economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
- b) loss of goodwill or reputation;
- c) any other special, indirect or consequential losses; or
- d) loss to third parties.

Limitations

No provision of these Terms and Conditions shall operate or be construed to operate so as to exclude or restrict our liability under the provisions of any UK legislation in force from time to time which are not capable of being excluded or restricted.

Save as otherwise required by UK legislation, our total liability for any loss, damages, costs or expenses shall not exceed an amount equal to the invoice value for the services provided.

Third Parties

A person who is not party to these Terms and Conditions or any agreement or document incorporating these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Use of personal information

Mad Science is registered under the Data Protection Act 1998 to process and store data relating to living individuals.

We may monitor and record communications with you (including phone conversations and emails) for quality assurance, legal, compliance and training purposes.

From time to time, photographs, film, video or audio recordings may be made during Mad Science activities for publicity, promotional or broadcast purposes. Please inform us before any such event if you do not wish you or your child to appear or be identified in any such material.

General

These Terms and Conditions and any documents referred to herein constitute the entire agreement between you and us in connection with your booking, purchase or use of our products and services superseding any prior agreements between you and us.

You agree that you have entered into these Terms and Conditions without reliance on any representation, warranty or undertaking by us which is not set out expressly in these Terms and Conditions.

We shall not be under any liability for any failure to perform any of our obligation under these Terms and Conditions if we are prevented from or delayed in so doing due to any circumstances beyond our reasonable control, provided that if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to us to terminate the contract.

13.1.4 If any payments which are due under these Terms and Conditions are not made by their respective due date, interest shall accrue on the full amount outstanding at a rate of 8% above the base lending rate of the Bank of England from time to time, from the due date until the date of actual payment.

Contact

You may contact us by calling the relevant telephone number found on our Website, or by writing to us at the address outlined in your acceptance letter or email. We will be deemed to have received any communication from you, in the case of communication by telephone at the time of you speaking to a telephone operator or, in the case of communication by post, a correctly addressed letter sent by pre-paid first class post or recorded delivery post shall be deemed to have been received two working days after the date of posting.

We may contact you by post, telephone, email, text or fax. Notification sent to you by post will be deemed received by you within two working days. Any other notification will be deemed received by you within one working day.

It is your responsibility to ensure that we have current contact details for you and all adults authorised to pick up your child. You must also keep us apprised of any changes in the health or other relevant circumstances of you or your child.

We may accept any instructions which are given to us regarding a child from anyone who is nominated as an authorised adult on the Registration Form for that child.

Law & Jurisdiction

Any failure by us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect.

Our relationship with you is subject to English law and you and we irrevocably submit to the exclusive jurisdiction of the courts of law.