



Information for Holiday Camp by Toadstool Parties

All dates are held at the beautiful venue –

Claremont Fan Court School,

Esher

Surrey

KT10 9HZ

IMPORTANT ACCESS INFO –

****Please be aware there is no access via Claremont Drive, the camp can only be accessed via the Portsmouth Road A307 entrance.****

(this is due to an agreed with residents of Claremont Drive, that it won't be used outside of term time.)

Follow the drive up to the Car Park and then follow the Toadstool signage to our camp reception.

Please note we are not using the mansion building.

- Drop off is between 9am – 9.15am
- Half day collection is between 12.45pm – 1pm
- Full day collection is between 3.45 – 4pm

We kindly ask for a prompt pick up.

Whether this is your first time or you have attended before, we are very conscious that you are leaving the most precious things in your life with us, and we don't take that lightly.

The camps are run by a mix of qualified teachers, professional entertainers and trained nursery nurses, all of which have enhanced DBS checks, follow strict policies and procedures, with at least one member of staff onsite being paediatric first aid trained.

We will have our OFSTED certificate and registration number onsite at all times, if you would like to check this, please ask at the door.

Please note we run NUT-FREE camps.

What to bring –

- Morning and afternoon snack
 - Labelled packed lunch
 - Labelled Water bottle
 - Labelled pencil case
- Labelled raincoat / jumper / sunscreen
- Labelled Wellies and outdoor trousers if muddy / wet
- Suitable outdoor clothes & shoes for outdoor playtime
 - Spare change of clothes for 3 year olds

If you have booked 9am – 1pm, please bring a morning snack and lunch

3 year olds attending will need to be toilet trained.

We don't hand out any food during the day, just a refill of tap water if needed.

The Toadstool Team will be in comfortable clothing and are unable to wear costumes, which you might have seen at parties.

(Just to set expectations for children coming along.)

Please have your booking confirmation at hand, just in case technology has a blip and we need to check it.

We will be checking people in via our automated register and all ticket information and T's and C's can be found on our booking system with Kids Club HQ.

If you have **any questions or concerns, please call us on 07940 136 482.**

We promise, we'll do our very best to ensure your children have a lovely, fun and safe time.

See you soon, The Toadstool Team x

TOADSTOOL PARTIES BOOKING CONDITIONS

When you make a booking with Toadstool Parties we enter into an agreement which is based on our booking conditions as well as other information contained on our Website 'What to bring' PDF. It is important that we build a positive relationship, and we know what to expect from each other. You should have high expectations from Toadstool Parties, if things go wrong or we do not quite meet these expectations, for any reason, we will work hard to put things right – you can discuss your booking by calling 07940 136 482

1. PAYMENT TERMS AND BOOKING CONFIRMATION

1.1. The agreement between you and Toadstool Parties will commence when payment is made, in part or in full, and is when these booking conditions take effect from. The agreement is between Toadstool Parties and the person who made the booking, if this person is not the parent or guardian of the child(ren) attending then it is your responsibility to ensure they understand these booking conditions. Bookings made online, via phone or via email will be confirmed by email.

1.2. Your booking confirmation will include what you have booked, please check it, including the **dates, location and child details**. Responsibility for all booking details lies with the person making the booking. Consumer Rights - as you're booking a service with specific dates, the 14-day cooling off period does not apply, however if your confirmation is not what you expected please tell us within 48 hours. We'll change it if we can or refund you if we can't. After 48 hours our normal cancellation and booking amendment terms will apply.

1.3. Toadstool Parties currently accepts payment by Bank Transfer and Pay By Bank. Toadstool Parties does not store any card details.

2. TAX FREE CHILDCARE

2.1 Toadstool Parties is registered with OFSTED and now able to accept Tax Free Childcare.

3. PRICING, DISCOUNTS & OFFERS

3.1 All current pricing is displayed clearly on the Toadstool Parties website.

3.2 We operate a dynamic pricing policy, considering the venue cost and quality of entertainment and care. Sibling discounts are automatic, and various promotions are run throughout the year, which could mean that the current price is less than what you paid originally.

3.3 We are unable to apply an offer price to any booking retrospectively, so if the current price is less than what you paid originally then you will not be entitled to a refund on the difference.

3.4 All discount codes must be applied at the time of booking and cannot be applied retrospectively.

3.5 Toadstool Parties 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.

4. BOOKING AMENDMENTS AND CANCELLATIONS

4.1 When booking with Toadstool Parties, within our standard terms and conditions all bookings are nonrefundable at point of booking subject to your consumer rights detailed within 1.2.

4.2 Bookings can only be amended or rescheduled once and must remain within the same calendar year as the original booking.

4.3 All cancellations need to be made by emailing – hello@toadstoolparties.com – or calling – 07940 136 482.

4.4 Toadstool Parties will not cover any expenses or fees associated with illness or injury whilst at camp. You should check to ensure your own insurance covers your child's Toadstool Parties booking in this regard.

4.5 Toadstool Parties reserves the right, at its sole discretion, to modify, replace, or discontinue Toadstool Parties Holiday Camp via our website and booking system at any time without prior notice. This may include ceasing to make the camps available due to market conditions, product discontinuation, or product unavailability. We are not liable to you or any third party for any modification, price change, suspension, or discontinuance of Toadstool Parties Holiday Camp.

4.6 We reserve the right to make changes to the booking which are required to conform to any applicable safety or other statutory requirements, or which are not of a material nature.

5. PROGRAMME & ACTIVITY AMMENDMENTS

5.1 Not all activities appear on the timetable daily, therefore if you are booking individual days, we cannot guarantee specific activities on specific days. The same applies to members of staff.

5.2 Itineraries and programmes are subject to alteration due to weather or operational factors beyond our control and we reserve the right to substitute alternative itinerary other facilities or services of reasonably equal or better standard without prior notice or liability and without an alteration to the price.

5.3 Without prejudice to any other right or remedy available to us we shall be entitled to cancel the contract without any liability in the following circumstances: (a) if you do not pay the price in full in accordance with the payment dates; or (b) if you fail to provide any information requested by us; or (c) if any of the circumstances specified in clause 6.4 or 6.9 apply; or (d) if we in our sole discretion consider that the holiday is unsuitable for your child. In the event of cancellation under this clause you will not be eligible for a refund of any monies owed. The date of cancellation shall be deemed to be the date upon which we provide you with notice of cancellation.

6. YOUR RESPONSIBILITIES

6.1 Participation in activities requires individuals to be in good health and a willingness to take part.

6.2 You will be required to complete the 'child information questions' at time of booking or by logging into your account once booking has been made. This must be completed BEFORE we can accept your child at camp. We reserve the right to exclude any child arriving at camp where completed child information questions have not been completed prior to their arrival at camp.

6.3 Children will be required to ensure that their behaviour is compatible with the orderly conduct of activities and that minimal disturbance to other visitors is caused and children are required at all times to follow the verbal and/or written instructions of our staff.

6.4 Children are required to be fully toilet trained and out of nappies/pull ups prior to attending one of our camps. We reserve the right to exclude a child if during their time at camp in our opinion this is not the case based on multiple toileting incidents during their time on camp.

6.5 You and your child shall always take such precautions as shall be necessary and/or as maybe reasonably required by us to prevent or restrict the spread of infectious or contagious diseases e.g., chicken pox, gastro enteritis, covid-19. In particular (and without limitation) you are required to advise us if your child has suffered from or been in contact with other persons or animals suffering from infectious or contagious diseases representing any threat to human health within the period of 4 weeks prior to the arrival date at Camp in which case we shall be entitled to cancel the booking of the child and the appropriate cancellation charges applied.

6.6 We reserve the right to decline to accept or to cancel any booking or exclude any child at any time prior to the arrival date or between the first date and the last date of the booking, if in our reasonable opinion the behaviour of that child is or may be disruptive, dangerous, inappropriate

or incompatible with the general enjoyment of other visitors. This may include when a child presents with a special educational requirement which was not disclosed prior to arrival. If we exclude a child, the parent will not be entitled to a refund for any unused portion of the programme. Behaviour deemed inappropriate may include but is not limited to: -

- Leaving the site unless accompanied by a member of our staff.
- Threatening behaviour including offensive or insulting language to other visitors or our staff.
- Fostering an inappropriate relationship with another camper.
- Wilfully leaving allocated areas without good reason.
- Theft, vandalism or illegal activities.
- Inappropriate behaviour.
- Bullying (in any form) which adversely affects the enjoyment of other visitors.
- Injury to staff.

All children are expected to abide by these rules and conditions.

You must arrange for your child to be collected as soon as reasonably possible from when we contacted you. Any additional costs so incurred shall be entirely your responsibility and you shall reimburse any costs reasonably incurred by us in connection with the exclusion of your child (to include costs of arranging alternative care and/ or transportation). A refusal to collect your child at the camps request will result in a notification to the Head of Safeguarding who will follow the safeguarding procedures.

6.7 It is your responsibility to inform us at the time of booking or as soon as you become aware of any actual or anticipated disabilities, social or behavioural problems or circumstances (including details of past experiences) affecting your child where such problems or circumstances may affect your child's stay, the stay of other visitors and the ability of our staff to support your child appropriately. This may include but is not limited to mobility or medical problems, diagnosed conditions such as ADHD or Asperger's Syndrome, past difficulties experienced such as being excluded from school or extended periods being cared for away from parents. We are committed to providing accessible camps to as many guests as possible but very occasionally we may not be able to provide the service required. Where such information is provided to us promptly and as required under these conditions and we cancel any booking made you shall be entitled to a full refund of any deposit or part of the price relating to the affected part of the booking.

6.8 If a child has any additional needs and/or an Educational Health Care Plan (EHC), you must notify us at the point of booking. The additional needs and/or EHCP will need to be disclosed to us before your child's date/s. We reserve the right to cancel a booking if we cannot successfully meet the needs of the child. The health, safety and welfare is of paramount importance. If under this clause (6.8) that we must cancel a booking, we will provide a full refund.

6.9 We reserve the right to exclude any child or cancel the booking for any child at any time prior to the arrival date or between the arrival date and the departure date if we in our absolute discretion have reason to believe that important information has not been provided to us. In such circumstances Cancellation Charges shall be payable as set out in clause 4.

6.10 Late Collections: Camp Toadstool Parties is only registered to have children onsite between 09.00 and 16.00. Any children collected after 16.00 will have a £5 per child per five minutes applied on collection. Please note that we may exclude a child or children for persistent late collection.

7. COMPLAINTS

If any problem is experienced between the arrival date and the departure date the matter should be immediately reported to the Camp Manager (stated on the website) to allow us the opportunity to rectify any problem raised. If it is not resolved, you should write to us within 28 days of your child's final day and we will endeavour to find a satisfactory solution. You can find full details of our complaint's procedure on our website at www.toadstoolparties.com

8. LIABILITY

8.1 Our liability hereunder (except in respect of death or personal injury caused by our negligence or that of our employees or agents which is not limited or excluded by these conditions) for any delay in performing or any failure to perform any of our obligations in relation to the booking shall be limited to the excess (if any) of the cost to you in the cheapest available market of similar services to replace those not performed over the price.

8.2 In all cases except where personal injury, illness, or death results our liability is limited to a maximum of twice the price (excluding insurance premiums and amendment charges).

8.3 Except in respect of death or personal injury caused by our negligence or that of our employees or agents we shall not be liable to you by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by our negligence or that of Toadstool Parties' employees or agents or otherwise) which arise out of or in connection with the booking except as expressly provided in the conditions.

8.4 Subject as expressly provided in these conditions all warranties, conditions, or other terms implied by statute or common law are fully excluded permitted by law.

8.5 You shall indemnify us and keep us indemnified from and against any and all direct and indirect loss, damage, costs, claims, demands, or liability (whether criminal or civil) arising out of any injury or other loss to us or our employees, guests, visitors, or agents resulting from your negligence or breach of the contract unless we are liable for the same under these conditions.

9. PERSONAL PROPERTY

9.1 You and Your Child must take all appropriate measures for the protection and security of any valuables, baggage or other personal possessions.

9.2 We accept no liability for loss or damage to valuable, baggage or personal property unless such loss or damage is proven to be due to our negligence or that of our employees.

9.3 If any personal possessions are missing when your child leaves camp, please let the Camp Manager know about immediately as there may still be time to find the missing property before camp closes at the end of the run. Expensive and treasured items such as mobile phones, jewellery, I-pods, personal video games, digital cameras, designer clothes shoes/trainers etc. should not be brought to camp as they are unnecessary and inappropriate on a multi-activity camp.

9.4 We are unable to accept responsibility for mobile phones should they be lost or damaged at Camp. We have a strict no mobile phone policy, and all children are required to ensure these are kept in their bags at all times whilst at camp. Cuddly toys are more than welcome.

10. FORCE MAJEURE

We shall not be liable for any delay in performing or failure to perform any obligation (including auctioning any alteration or cancellation) due to any cause beyond our reasonable control including strikes, lock-downs, labour disputes, shortages of personnel, act of God, war, riot, 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.

11. PHOTOGRAPHY, MARKETING AND THE INTERNET

11.1 To ensure that our marketing materials give an accurate and honest impression of our camps, we use images of children attending previous camps in our marketing. If you do not wish images of your child to appear in our future marketing materials, please inform us via the child information question in your parent account prior to the arrival date so that we can ensure that your child is not included within any photographs which may later be used for marketing purposes.

12. DATA PROTECTION

Personal information requested during the booking process is held digitally via our booking system and used by us in connection with the booking. Where necessary we share personal information with our employees and subcontractors for the purpose of fulfilling our obligations under the contract. We take full responsibility for ensuring that proper security measures are in place to protect personal information.

13. GENERAL

13.1 The headings in the conditions are for convenience only and shall not affect their interpretation.

13.2 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or other provision.

13.3 No failure by us to exercise any power given to us or to insist upon strict compliance by you with any obligation hereunder and no custom or practice of the parties at variance with these conditions shall constitute any waiver of any of our rights under the contract.

13.4 No person who is not a party to this contract has any rights under the contracts (Rights of Third Parties) Act 1999 to enforce any of these conditions, but this does not affect any right or remedy of a third party which exists or is available apart from under that act.

13.6 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part that provisions shall apply with the minimum variation necessary to ensure enforceability and the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

13.7 The contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.

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