

# SCIENCEDIPITY

## Terms & Conditions



### DEFINITIONS

The following expressions shall have the following meanings:

“Customer” means any party who enters into a contract for Services with the Sciencedipity Community Interest Company;

“Child” means the child who attends the Sciencedipity Community Interest Company’s workshops and activities;

“Application Form” means a booking document, registration form, letter of engagement, quotation or other written instruction describing the Services and requesting a contract for those Services;

“Services” means the Sciencedipity Community Interest Company services as described in the Application Form and these Terms and Conditions;

“Fees” mean the payment for Services as outlined in these Terms and Conditions and the Application Form;

“Terms and Conditions” means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Sciencedipity Community Interest Company;

“Agreement” means the contract between the Sciencedipity Community Interest Company and the Customer for the provision of the Services incorporating these Terms and Conditions.

### GENERAL

- These Terms and Conditions shall apply to the Agreement for the supply of Services by the Sciencedipity Community Interest Company to the Customer and shall supersede any other documentation or communication between parties.
- Any variation to these Terms and Conditions must be agreed in writing by the Sciencedipity Community Interest Company.
- Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Sciencedipity Community Interest Company may be entitled in relation to the Services, by virtue of any statute, law or regulation.

### APPLICATION FORM

- The Application Form shall remain valid for a period of up to 14 days.
- The Application Form must be accepted by the Customer in its entirety.
- The Agreement between the Sciencedipity Community Interest Company and the Customer, incorporating these Terms and Conditions, shall only come into force when the Sciencedipity Community Interest Company confirms acceptance in writing to the Customer.

### SERVICES AND DELIVERY

- The Services are as described in the Application Form and in these Terms and Conditions.
- Any variation to the Services must be agreed by the Sciencedipity Community Interest Company in writing.
- Our presenter(s) will require a suitable space in order to carry out the Services, with easy access to electricity and hand washing facilities.



- The presenter(s) do not require a teacher or parent to remain in the room with them, but we are happy for teachers or parents to stay if they want to.
- Our presenters have the right to work in a safe environment without fear / threat of violence. Our Presenters can reasonably request that any child that is causing a disturbance / a danger / or disruption is controlled or removed. If this does not happen the presenter may cease the presentation until the situation is resolved or if the situation calls for it may terminate the presentation.
- Sciencedipity Community Interest Company shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.

### **FEES**

- The Fees are as specified in the Application Form and are VAT exempt due to our C.I.C. status.
- A non-refundable deposit of £50 is required for Birthday Party Services payable 2 weeks in advance of the agreed Services date. The invoice is to be paid in full on the day of the Birthday Party Service.
- The fees for workshops (excluding Birthday Parties Services) are payable within 14 days from the date of the invoice.
- The Fees must be paid via cheque, cash or online payment.
- The Sciencedipity Community Interest Company is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Sciencedipity Community Interest Company is late.
- The Customer is not entitled to withhold any monies due to the Sciencedipity Community Interest Company.
- The Sciencedipity Community Interest Company is entitled to vary the price to take account of:
  - any additional Services requested by the Customer which were not included in the original Application Form;
  - any reasonable increase in rates, if applicable; and any variation must be intimated to the Customer in writing by the Sciencedipity Community Interest Company.

### **SCIEDIPITY COMMUNITY INTEREST COMPANY OBLIGATIONS**

- The Sciencedipity Community Interest Company shall supply the Services as specified in the Application Form and in these Terms and Conditions.
- The Sciencedipity Community Interest Company shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and government guidelines.
- The Sciencedipity Community Interest Company shall inform the Customer as soon as possible of any changes to hours or sessions and shall try to accommodate any requests made by the Customer.
- The Sciencedipity Community Interest Company shall hold valid and adequate insurance policies for running a business of this nature.



## **SICKNESS AND MEDICAL INFORMATION**

- A Child suffering from any contagious disease is not permitted to attend the services of Sciencedipity Community Interest Company. This includes, but is not limited to, sickness, diarrhoea, impetigo and conjunctivitis.
- The Sciencedipity Community Interest Company reserves the right to refuse admission to any child they suspect of having a contagious condition.
- The Sciencedipity Community Interest Company accepts no liability for the contraction of any illness transmitted at the Sciencedipity Community Interest Company.

## **CHILD DETAILS**

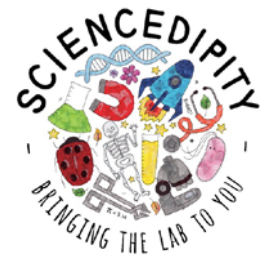
- The information supplied whilst booking a workshop must be accurate and the Sciencedipity Community Interest Company is entitled to rely on this information.
- The Customer must notify the Sciencedipity Community Interest Company immediately of any changes to this information.
- The Sciencedipity Community Interest Company shall comply with all data protection legislation.
- The Sciencedipity Community Interest Company may take & publish photographs of the Child/ren for promotional or educational purposes. The Customer must notify the Sciencedipity Community Interest Company in writing if they do not want the Child to be the subject of such photographs. The Sciencedipity Community Interest Company reserves the right to publish any user submitted comments, images and feedback.

## **COMPLAINTS POLICY**

- In the event that the Customer is unhappy with the Services these issues should be raised with the Sciencedipity Community Interest Company manager in the first instance.

## **TERMINATION**

- The Agreement shall continue until the Services have been provided in terms of the Application Form or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- The Customer may terminate the Agreement by giving 7 days notice in writing to Sciencedipity Community Interest Company prior to the planned Services.
- The Sciencedipity Community Interest Company may terminate the Agreement if insufficient numbers are signed up to the services.
- The Sciencedipity Community Interest Company may terminate the Agreement with immediate effect if the Customer or Child demonstrates any physical or verbal abuse towards staff or other children.
- In the event of termination the Customer must pay Sciencedipity Community Interest Company any payment for Services incurred up to the date of termination.
- Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.



## **WARRANTY**

- Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

## **LIMITATION OF LIABILITY**

- The Sciencedipity Community Interest Company shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- Nothing in these Terms and Conditions shall exclude or limit the liability of the Sciencedipity Community Interest Company for death or personal injury, however the Sciencedipity Community Interest Company shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the insurance policy held by the Sciencedipity Community Interest Company in the insurance year in which the Customer's claim is first notified.

## **INDEMNITY**

- The Customer shall indemnify the Sciencedipity Community Interest Company against all claims, costs and expenses which the Sciencedipity Community Interest Company may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

## **FORCE MAJEURE**

- Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **ASSIGNMENT**

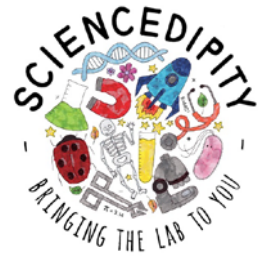
- The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Sciencedipity Community Interest Company.

## **THIRD PARTY RIGHTS**

- Nothing in these Terms and Conditions intend to or confer any rights on a third party.

## **SEVERANCE**

- If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.



### **WAIVER**

- The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

### **NOTICES**

- Any notice to be given by either party to the other may be served by email, face-to-face or by post to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

### **ENTIRE AGREEMENT**

- These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

### **GOVERNING LAW**

- These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.