



Our Terms and Conditions of Service

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply our services such as events and summer camps to you (the “services”).

1.2 Why you should read them. Please read these terms carefully before you complete your application. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are ImmersiveMinds Limited a company registered in Scotland. Our company registration number is SC392762 and our registered office is at 10 Abbey Park Place, Dunfermline, Fife, KY12 7NZ. Our registered VAT number is GB 250387412.

2.2 How to contact us. You can contact us by email at play@immersiveminds.com.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you sign up.

2.4 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email or otherwise contact you to confirm you have been accepted at the event, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and we will not charge you for the service. This might be because of a lack of availability or demand, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we

are unable to run an event because of factors outside of our control such as venue changes or a lack of attendees to run an event.

4. OUR SERVICES

4.1 We will deliver an immersive, educational and exciting experience for children and young people attending our events. We will deliver our services in line with the marketing materials and description on our website.

4.2 Our service may vary slightly from the pictures on the website or the description. The images of the events on our website are for illustrative purposes only. Although we have made every effort to display them accurately, we cannot guarantee that an event will be run exactly as shown on the website, or on social media or that all of the activities will be available, as they may be subject to weather conditions or the availability of equipment.

5. OUR RIGHTS TO MAKE CHANGES

5.1 Changes to the Services. We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement technical adjustments and improvements, for example to accommodate a different technology or alternative setup. These changes will not affect your experience; and
- (c) to reflect changes in our employee and staff availability, for example we may have to change who teaches a course throughout the week depending on availability of staff.

5.2 Updates to digital content. We may update digital content on our website or in our marketing materials and advertisement, provided that the digital content shall always match the description of it that we provided to you before you purchased the service.

6. PROVIDING THE SERVICE

6.1 Costs. The costs of the course or event will be as displayed to you on our website.

6.2 When we will provide the service. During the order process we will let you know when we will provide the service to you. We will begin the services on the date set out in the order and complete the delivery of the service at the end of the course.

6.3 We are not responsible for delays outside our control. If our supply of the service is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may

contact us to end the contract and receive a refund for any services you have paid for but not received.

6.4 What will happen if you do not give required information to us. We need certain information from you so that we can supply the services to you, for example, your child's details for a booking form, your contact information and authorisation for pickups and where relevant authorisation for administering medication. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.5 Reasons we may suspend the services. We may have to suspend the supply of the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see Clause 5);
- (d) to reassign the dates or venue due to a change in circumstances outside of our control.

6.6 Your rights if we suspend the services. We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 7 days in any one month period, we will adjust the price so that you do not pay for any services while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the service in respect of the period after you end the contract.

6.7 We may also suspend supply of the services if you do not pay. If you do not pay us for the services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend or prevent supply of the service until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice. We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 You can always end your contract with us. Your rights when you end the contract will depend on the reason for the cancellation, how we are performing and when you decide to end the contract:

- (a) If you claim the service was misdescribed, you may have a legal right to end the contract (or to get the service re-performed or to get some or all of your money back);
- (b) If you want to end the contract because of something we have not done or have told you we are going to do, see Clause 7.2;
- (c) If you have just changed your mind about the service, see Clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 7.6.

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see Clause 5.2);
- (b) we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the service for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running;

(b) any products which become mixed inseparably with other items after their delivery.

7.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on the service you have ordered and how it is delivered.

(a) If you have bought services (for example, attending one of our events or summer camps) you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

7.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see Clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) compensation for the net costs we will incur as a result of your ending the contract as compensation for the net costs we will incur as a result of your doing so.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by emailing us at play@immersiveminds.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the service, by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied (including any outlays), ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 28 days of your telling us you have changed your mind

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example your child's contact information, any medical requirements or completed any forms we require; and

(c) you or your child acts in breach of any of our Policies [\[https://www.immersiveminds.com/stem-camp\]](https://www.immersiveminds.com/stem-camp) as may be updated and amended from time to time.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you the cost of our outlays as compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw the service. We may write to you to let you know that we are going to stop providing the service. We will let you know at least 14 days in advance of our stopping the supply of the service and will refund any sums you have paid in advance for services which will not be provided.

10. IF THERE IS A PROBLEM WITH THE SERVICE

10.1 How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can write to us at play@immersiveminds.com. Alternatively, please speak to one of our staff in during any of our events.

11. YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES

11.1 We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example [furniture or a laptop], the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also Clause 7.3.

If your product is digital content, for example [a mobile phone app or a subscription to a music streaming service], the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also Clause 7.3.

If your product is services, for example [a support contract for a laptop or tickets to a concert], the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Clause 7.2.

12. PRICE AND PAYMENT

12.1 Where to find the price for the service. The price of the service (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see Clause 12.3 for what happens if we discover an error in the price of the service you select.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid.

12.4 When you must pay and how you must pay. We accept payment by credit and debit cards/ bank transfer. For services, you must make payment in full at least 14 days prior to the start date of the event.

12.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of Scotland from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill[, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

13.3 When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

13.4 We are not liable for business losses. If you are a consumer we only supply the services for to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as set out in Clause 16.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 How we will use personal information. We will only use the personal information we collect as set out in our [<https://www.immersiveminds.com/stem-camp>].

15. OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

15.2 You need our consent to transfer your rights to someone else (except that you can always sign up to the services to be delivered to your child or young person in your care). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing in advance.

15.3 This contract is between you and us. Except for the rights of your child or young person you are signing up to participate in an event, nobody else has any rights under this contract. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by Scots law and you can only bring legal proceedings in respect of the services in the Scottish courts.