

Camp Beaumont booking conditions

1. DEFINITIONS

The conditions below apply to all Camp Beaumont HK bookings.

Administration Charges: Amendments or alterations to bookings must be requested in accordance with the procedure outlined at clause 4.1 and will be subject to an administration charge of HK\$100.00 per amendment.

Arrival Date: The arrival date specified in the booking confirmation or such other date as may be applicable by reference to these conditions.

Booking: The booking as detailed in the booking confirmation made by you and accepted by us in accordance with these conditions.

Booking Confirmation: Our written confirmation of the booking.

Cancellation Charges: The cancellation charges payable by you in accordance with the provisions of Clause 4.6. Child/Children - The child or children for whom the Booking is made.

Conditions: The terms and conditions set out in this document and any special terms and conditions agreed in writing between us and you together with our travel rules.

Contract: The contract between us and you for the booking.

CPP: The insurance cover offered by Camp Beaumont as arranged through AIA and insured by Zurich details of which are available on request.

Departure Date: The departure date specified in the booking confirmation or such other date as may be applicable by reference to these conditions.

Deposit: The non-refundable holding deposit as specified in the booking confirmation payable by you in accordance with these conditions.

Our/We/Us: Camp Beaumont Hong Kong Limited (a company incorporated in HK under company number 2926719) whose registered address is at 21/F Edinburgh Tower The Landmark, 15 Queen's Road Central

Payment Dates: Unless otherwise agreed in writing by us:

(a) The deposit shall be payable immediately upon confirmation of the booking by you or, where the booking is made less than 48 days prior to the arrival date, at the same time as payment of the balance of the price and

(b) The balance of the price shall be payable upon such date as specified in the booking confirmation or, where no such date has been specified in the booking confirmation, by no later than 48 days prior to the arrival date or, where the booking is made less than 48 days prior to the arrival date, the full price shall be payable immediately upon return of the booking confirmation by you.

Price: The price set out in the booking confirmation or as otherwise confirmed in writing by us.

You/Your: The person firm or company whose booking is accepted by us in accordance with these conditions.

2. CONDITIONS APPLICABLE

2.1 These conditions shall apply to the contract to the exclusion of all other terms and conditions.

2.2 We reserve the right to update these conditions from time to time by notifying you in writing of the updated conditions. Any updated conditions shall not apply to any existing bookings, but shall apply to any new booking made more than 30 days following notification to you of the updated conditions.

2.3 No variation to these conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between us and you.

2.4 Any representations made by us or by our employees or agents concerning the booking shall not be incorporated into the contract unless confirmed in writing by us and in entering into the contract you acknowledge that you do not rely on and waive any claim for breach of any such representations which are not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, leaflet, quotation, price list, acceptance of offer, booking confirmation, invoice or other documentation issued by us shall be subject to correction without any liability on our part.

2.6 The details published in various brochures and leaflets are compiled from up-to-date and accurate information available at the time of going to press (the print date appearing in each brochure or leaflet).

3. BOOKING PROCEDURE

3.1 We shall generate a booking confirmation in response to a booking made by you (whether made by submission online, written or oral). The booking confirmation shall be deemed to be an offer made by us to you to enter into a contract subject to these conditions which may be withdrawn at anytime prior to acceptance by you in accordance with clause 3.2 prior to the date stated thereon or otherwise prescribed by us.

3.2 No booking confirmation shall be deemed to be validly returned to us unless accompanied by payment of any deposit or other sum as stated on the booking confirmation.

3.3 Any booking confirmation not returned by you prior to any date stated thereon or as otherwise prescribed by us shall be deemed to have expired.

3.4 Provisional bookings will be held at our discretion and we shall not be liable in the event we are unable or unwilling to provide a booking confirmation which incorporates your preferred dates.

3.5 You shall not be entitled to make any alteration to any documentation issued by us. Any alteration required to any details which appear on the booking confirmation should be notified to us as soon as possible and in the event we are able to satisfy your requirements we shall send to you a revised booking confirmation. If you wish to make any alteration or amendment after you have returned the signed booking confirmation to us the provisions of clause 4 will apply.

4. CHANGES AND CANCELLATIONS

4.1 If you wish to change your booking we will endeavour to make such changes as you may request but it may not always be possible to accommodate such requests. Any request for changes to the booking may be made either in writing or by telephoning the camp specialists on +852 6677 3202 (English) or +852 6130 9313 (Chinese). If we agree to your request we will confirm the changes in writing. Any changes are made subject to payment by you of an administration charge of HK\$ 100.00 and any increase in the price resulting from the change. We cannot accept changes or additions to travel plans 14 Days or less prior to the arrival or departure date.

4.2 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.

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

4.4 Specialist activities and transport routes are subject to minimum numbers and availability. We reserve the right to withdraw or substitute any of these services where we consider there are insufficient numbers to reasonably facilitate them.

4.5 Material changes may be necessary by reason of prevailing weather conditions, operational considerations and matters beyond our control. Accordingly we reserve the right to make changes which are of a material nature and in such circumstances we will inform you as soon as reasonably possible. In such event you shall have the following options: (a) to accept the change (subject to paying any additional charges in respect of any resulting variation in the price) in which case the contract shall be deemed as varied accordingly; or

(b) to book a substituted holiday (or activity) using the credit for the price (or that part of the price attributable to the affected activity) which we shall provide to you; or (c) to cancel the booking or such part of the booking as is affected by a material change, subject to conditions in 4.6

4.6 You shall be entitled to cancel the booking upon providing us with written notice and paying the following charges: PERIOD (PRIOR TO ARRIVAL DATE) AMOUNT more than 48 days deposit only 48- 29 days 50%, 28-1 days 100%, on or after arrival date 100%.

4.7 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 4.7 you shall be liable to pay the cancellation charges specified at clause 4.6. The date of cancellation shall be deemed to be the date upon which we provide you with notice of cancellation.

4.8 You may be able to reclaim the cancellation charges (in full or in part) under the terms of the Travel Insurance if selected by you (terms and conditions apply - see policy for details).

5. PRICE AND PAYMENT

5.1 Subject to any special terms agreed in writing you shall make payment for the deposit and the balance of the price in accordance with the balance due dates detailed in clause 5.4. We will not send payment reminders. For customers paying by credit/ debit card, your nominated credit/ debit card will be automatically debited for the remaining balance on the date detailed in clause 5.4.. If you wish to settle your balance using an alternative credit/debit card or another means, you must ensure that you contact us at least 14 days prior to the balance due date as detailed in clause 5.4. In the event that your nominated credit/debit card is declined, we reserve the right to cancel your booking in which instance our cancellation charges as detailed in clause 4.6 will be applied to your booking and/or to charge interest in accordance with clause 5.2.

5.2 If you fail to make payment by the payment dates then without prejudice to any other right or remedy available to us we shall be entitled to charge you interest at the rate of 5% per annum until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.3 If your arrival date is less than 14 working days away at the point of booking you will need to pay the full balance to secure your child's place at camp.

6. YOUR RESPONSIBILITIES

6.1 Participation in activities requires individuals to be in good health and have a reasonable basic level of fitness and a willingness to take part.

6.2 You will be required to complete and return to us the appropriate Pastoral Care forms contained in your Welcome Pack which will be sent out to you once your booking has been confirmed. Completed Pastoral Care forms must be received by us BEFORE we can accept your child at camp. We reserve the right to exclude any child arriving at camp where completed Pastoral Care forms have not been received by us 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 and comply with the Travel Rules.

6.4 You and your child shall at all times 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. 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. Failure to provide such information that results in additional care to your child (and or other children where a communicable disease) will incur additional charges as deemed appropriate and reasonable for the care required.

6.5 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 arrival date and the departure date, 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 an educational requirement which was not disclosed prior to arrival. If we exclude a child parent will not be entitled to a refund for any unused portion of the holiday. Behaviour 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;
Suspected involvement with illegal drugs;
- Fostering an inappropriate relationship with another visitor;
- Willfully leaving allocated areas without good reason;
- Inappropriate use of mobile phones, cameras or video equipment
- Theft, vandalism or illegal activities;
- Inappropriate behaviour;
- Failure to comply with the Travel Rules;
- Bullying (in any form) which adversely affects the enjoyment of other visitors. Where we exercise our rights under this clause
- 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.

6.6 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 (including the provision of any transportation services), 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. If we believe that we need to make reasonable adjustments to our usual programme or pastoral care or transportation arrangements of a child we will carefully consider matters with reference to social compatibility, physical access, successful participation and health and safety. All information provided will be treated sensitively and confidentially. We are committed to making our holidays accessible 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 as the case may be.

6.7 On request you shall provide us with written confirmation from your child's General Practitioner confirming the suitability of the holiday for your child with particular reference to such considerations as physical access, successful participation and health and safety.

6.8 If a child has an Educational Health Care Plan (EHC), you must notify us at the point of booking. The plan will need to be disclosed to us 14 days before a child's stay. 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 have to 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 at clause 4.

6.10 Where we provide transportation as part of the booking you and/ or your child shall abide by the Travel Rules. Failure to do so may result in our declining to provide transportation services for your child or in making alternative transportation arrangements at your cost. Serious breach may result in exclusion of your child in accordance with clause 6.5. All transport routes are subject to minimum numbers and availability, and times may change depending on operational requirements. Any changes to routes or times will be notified to you as soon as is reasonable and where possible a suitable alternative will be provided.

6.11 In an instance where a child is seen by our first aiders and has been deemed to be well, if a parent then requests the child to be taken to a doctors' surgery or hospital a parent/guardian will need to come and collect the child.

6.12 Supervised off-site visits are included if you book Horse Riding or Go Ape Specialist Holidays. If you do not wish your child to participate in such off-site visits it will be your responsibility to inform us prior to the arrival date.

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 to allow us the opportunity to rectify any problem raised. If it is not resolved you should write to us within 28 days of the departure date and we will endeavour to find a satisfactory solution. You can find full details of our complaints procedure on our website at www.campbeaumont.co.uk/contact-us/complaints.

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 to the excess (if any) of the cost to you in the cheapest available market of similar services to those not performed over the price.

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

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 claimsforconsequentialcompensationwhatsoever(andwhethercausedbyournegligenceorthat of Camp Beaumont's 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 excluded to the fullest extent 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 or agents.

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 down at the end of the season. Expensive and treasured items such as mobile phones, jewellery, CD players, mp3 players, 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.

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-outs, 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 of this in writing 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.

11.2 Inappropriate use of or sharing of images or videos taken at camp is not permitted and may result in your child being excluded from camp.

12. DATA PROTECTION

Personal information requested during the booking process is held on computer and used by us in connection with the booking. Where necessary we share personal information with our employees, agents, subcontractors, franchisees and other third parties 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. Please note the provisions of clause 12 in relation to the use of photographs.

13. GENERAL

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

13.2 We may perform any of our obligations or exercise any of our rights hereunder by ourselves or through our employee's agent's franchisees subcontractors or affiliates.

13.3 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.

13.4 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.

13.5 No person who is not a party to this contract has any rights under the contract 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 Hong Kong and subject to the jurisdiction of the Hong Kong courts.

29 May 2020