

## **CAMP BEAUMONT ASIA BOOKING TERMS & CONDITIONS FOR FAMILIES & INDIVIDUALS**

### **1. DEFINITIONS**

#### **Activity**

The activity, course, tour or event, details of which are set out in the booking confirmation or otherwise agreed in writing by Camp Beaumont Asia (or any substituted event).

#### **Administration Charges**

Amendments or alterations to a booking must be requested in accordance with the procedure outlined at clause 5.1 and will be subject to an administration charge of RM106 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 reservation made by the customer and accepted by Camp Beaumont Asia in accordance with these conditions and as set out in the booking confirmation.

#### **Booking Confirmation**

Camp Beaumont Asia's details of the booking.

#### **Booking Price**

The price set out in the booking confirmation or as otherwise confirmed in writing by Camp Beaumont Asia.

#### **Cancellation Charges**

The cancellation charges payable by the customer calculated as set out in clause 5.7.

#### **Centre**

The Camp Beaumont Asia activity centre detailed in the booking confirmation or any such alternative or substituted centre as may be applicable by reference to these conditions.

#### **Conditions**

The terms and conditions set out in this document and any special terms and conditions agreed in writing between Camp Beaumont Asia and the customer.

#### **Contract/contracting Party**

The contracting party under these conditions is Camp Beaumont Asia.

#### **Covid-19 restrictions**

Host countries government guidance and controls in response to a pandemic outbreak.

#### **Customer**

The party leader, person, firm, company, or school whose booking is accepted by Camp Beaumont Asia in accordance with the conditions.

**Departure Date**

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

**Party Leader(s)**

Any person(s) identified by the customer responsible for organising attendance of party member(s) in respect of the activity.

**Party Member(s)**

Those person(s) whose attendance in respect of the activity are included in the booking confirmation or whose attendance is otherwise notified to Camp Beaumont Asia in accordance with these conditions.

**Payment Schedule**

Payment to be made in full upon booking.

**Party Member Price**

The price per party member for the booking.

**2. CONDITIONS APPLICABLE**

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

2.2 Camp Beaumont Asia reserves the right to update these conditions from time to time by notifying the customer 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 the customer of the updated conditions.

2.3 Any representations made by Camp Beaumont Asia's employees or agents concerning the booking or the activity shall not be incorporated into the contract unless confirmed in writing by Camp Beaumont Asia and in entering into the contract, the customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.4 Any quotation given by Camp Beaumont Asia may be withdrawn at any time prior to acceptance by the customer and in any event shall lapse after 30 days.

2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by Camp Beaumont Asia shall be subject to correction without any liability on the part of Camp Beaumont Asia unless such correction materially affects your rights and obligations to your detriment in which case you shall be entitled to cancel the Contract without liability within 14 days of receipt of the notice of such correction. In the event of cancellation in such circumstances you shall be entitled to a refund of the price or any part thereof (including the deposit or full payment) paid to us at the date of cancellation (except in respect of any services provided).

2.6 For the avoidance of doubt the contract is between the customer and Camp Beaumont Asia and any claim for non-payment of the booking price or any part thereof shall be brought against the customer. The customer shall be responsible for ensuring that it makes all appropriate arrangements with party member(s) for receipt of deposits and any other payments due in connection with the booking.

### **3. ACTIVITY, PRICING AND CENTRE INFORMATION**

3.1 Activity photographs are used to give an idea of the adventure programmes at the centre but may not necessarily have been taken there.

3.2 The details published in various brochures and leaflets are compiled from information which to the best of Camp Beaumont Asia's knowledge is up-to-date and accurate at the time of going to press (the print date appearing in each brochure or leaflet). In the event that Camp Beaumont Asia becomes aware that any information contained within such materials is or has become inaccurate Camp Beaumont Asia will use reasonable endeavours to bring this to the attention of the customer.

3.3 Prices are set in good faith based on the current year and Camp Beaumont Asia reserves the rights to amend price bands.

### **4. BOOKING PROCEDURES & CONTRACT FORMATION**

4.1 Camp Beaumont Asia shall generate a booking confirmation in response to a booking enquiry made by the customer whether by submission of an order form or by other written or oral enquiry received from the customer.

4.2 In the event that Camp Beaumont Asia agrees to accept a provisional booking, such provisional booking will be held at the discretion of Camp Beaumont Asia and shall not be liable to the customer or any party member in the event Camp Beaumont Asia is unable or unwilling to provide a booking confirmation which incorporates the customer's preferred dates.

4.3 The customer & Agents shall not be entitled to make any alteration to any documentation issued by Camp Beaumont Asia. Any alteration required to any booking provided by Camp Beaumont Asia should be notified to Camp Beaumont Asia as soon as possible and in the event Camp Beaumont Asia is able to satisfy the customer's requirements Camp Beaumont Asia shall send to the customer a revised booking confirmation.

4.4 Payment to be made in full at time of booking.

4.5 No booking confirmation shall be deemed to be validly returned to us unless accompanied by payment of sum as stated on the booking confirmation.

### **5. CHANGES AND CANCELLATIONS**

5.1 Should the customer wish to make any alteration to the booking the requested alteration shall be notified to Camp Beaumont Asia in writing by the party leader(s) promptly in which case Camp Beaumont Asia may accept such alteration (subject to any increase in the booking price, administration charges and changes to the payment schedule to reflect the alteration) at its sole discretion. Prior to requesting any alteration, the party leader(s) should email Camp Beaumont Asia

at [bookings@campbeaumont.asia](mailto:bookings@campbeaumont.asia) to discuss the required alteration. Camp Beaumont Asia will not make any alteration to the booking unless a written request is received from the party leader(s).

5.2 The customer acknowledges and agrees that the booking shall only cover those party members specified in the booking confirmation or otherwise agreed in writing with Camp Beaumont Asia in accordance with the conditions and that no individual who is not a party member will be permitted to engage in any activity or remain at any centre.

5.3 Camp Beaumont Asia reserves 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.

5.4 All itineraries and programmes are subject to alteration due to weather and/or operational factors and Camp Beaumont Asia reserves the right to change the accommodation or other facilities, or services included in the contract for others of reasonably equal suitability without prior notice or liability and without an alteration to the booking price.

5.5 Material changes may be necessary by reasons of prevailing weather conditions, operational considerations and matters beyond the control of Camp Beaumont Asia. Accordingly, Camp Beaumont Asia reserves the right to make changes which are of a material nature and in such circumstances will inform the customer as soon as reasonably possible. In such event the customer shall have the following options:

To accept the change (subject to payment of any additional charges) in which case the contract shall be deemed to be varied accordingly

*or*

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 to cancel the booking or such part of the booking as is affected by a material change, subject to conditions in 5.7.

5.6 Where Camp Beaumont Asia makes changes of a material nature, we reserve the right to do so without liability.

No compensation shall be payable in circumstances where a material change is necessary as a result of factors outside the control of Camp Beaumont Asia or as the result of any act of Force Majeure.

5.7 The customer shall be entitled to cancel the booking in total or for any of the party member(s) subject to the party leader(s) providing Camp Beaumont Asia with written notice and payment of the cancellation charges:

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 25% or deposit where the full balance has yet to be paid, 48-29 days 50%, 28-1 days 100%, on or after arrival date 100%

5.8 Without prejudice to any other right or remedy available to it, Camp Beaumont Asia shall be entitled to cancel the contract and refuse entry to the centre without any liability: in the event the booking price is not paid in accordance with the payment schedule in which case the cancellation charges shall apply calculated from the date at which notice of cancellation is given by Camp Beaumont Asia.

If You fail to provide any information requested by us; if we in our sole discretion, consider that the Holiday is unsuitable for your family. In the event of cancellation under clause 5.7.

5.9 Without prejudice to any other right or remedy available to it, Camp Beaumont Asia shall be entitled to cancel the contract, or such part of the contract as may be determined by Camp Beaumont Asia without liability on receipt of any notice received from the customer or party leader(s) by reference to clause 7.4, in which case the cancellation charges shall apply calculated from the date at which notice of cancellation is given by Camp Beaumont Asia.

5.10 Where, on the date the Customer is due to commence a Booking, there is a national or regional lockdown in effect under a law or regulation which it means it is unlawful for members of the general public leave the area in which they are staying or to travel to the place of Booking, without prejudice to any other rights available to either Camp Beaumont Asia or the Customer, Camp Beaumont Asia shall:

offer the Customer an alternative date for the Booking; or offer the Customer a different centre (provided such option does not breach any law or regulation in force at that time);

If no available alternative date or centre which Camp Beaumont Asia can offer can be agreed between Camp Beaumont Asia and the Customer, then provided that on the day of the commencement of the Booking, there is in place any law or regulation in force under which it would be unlawful for the Customer to leave the area in which they are staying or to travel to the place of Booking, the Customer may cancel the Booking and Camp Beaumont Asia shall refund any payments made by the Customer in full.

## **6. BOOKING PRICE AND PAYMENT SCHEDULE**

6.1 Subject to any special terms agreed in writing between Camp Beaumont Asia and the customer, the customer shall make full payment of the booking price as set out in the payment schedule. Camp Beaumont Asia shall not send payment reminders and the customer must ensure that payments are made by the relevant due dates.

6.2 Unless otherwise provided in these conditions or agreed in writing by Camp Beaumont Asia, first deposits are non-refundable.

6.3 If at any time before the arrival date Camp Beaumont Asia deems it necessary to increase the booking price to give effect to any increase in cost to Camp Beaumont Asia in providing the activity or services (including any increase in the rate of VAT) applicable written notice of any such increase shall be given to the customer increasing the booking price and in the event such increase: does not exceed 5% of the booking price: the customer shall not have the right to cancel the contract.

Exceeds 5% of the booking price: the customer shall have the right to cancel the contract within 14 days of receipt of such notice and Camp Beaumont Asia shall refund in full all sums paid in respect of the booking (excluding interest).

6.4 Notwithstanding the provisions of clause 6.3 above, any increase in the cost to Camp Beaumont Asia necessitating an increase in the booking price which is a result of any change which is requested by the customer or as a result of any delay caused by any instructions of the customer or failure of the customer to give to Camp Beaumont Asia adequate information or instructions shall not entitle the customer to cancel the contract on receipt of a written notice of such increase in the booking price other than as provided in clause 5.7.

6.5 If the customer fails to make payment in accordance with the payment schedule then without prejudice to any other right or remedy available to it Camp Beaumont Asia shall be entitled to charge the customer interest at the rate of 3% per annum above National Westminster Bank PLC base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## **7. CUSTOMER'S OBLIGATIONS**

7.1 Participation in activities requires party member(s) to be in good health and have a reasonable basic level of fitness.

7.2 The party leader(s) accept responsibility for the general conduct of the party member(s) throughout the stay and the customer or party leader(s) shall ensure that:

Party leaders and/or other adults accompanying the party agree to act 'in loco parentis' at all times. Camp Beaumont Asia staff provide activity instruction only to groups during sessions.

Take all reasonable steps to minimise disturbance to other guests and prevent damage to the property. no party member under 18 years of age consumes alcoholic drinks.

all local laws relating to the consumption of alcohol or illegal substances are at all times obeyed by the party member(s).

ensure that no party member smokes in any part of the centre other than in those areas marked as designated smoking areas.

suitable arrangements are made for the exclusion of any party member who fails to comply with the provisions of this clause or the reasonable instructions of Camp Beaumont Asia.

Camp Beaumont Asia is reimbursed in full on or before the departure date in respect of all loss or damage caused or contributed to by any party member.

all appropriate measures are taken for the protection and security of any valuables baggage, or other personal possessions responsibility for which shall remain with the customer and the party member(s).

7.3 The operation of the centre is subject to statutory controls including those relating to fire, licensing, entertainment, safety of equipment and the customer and the party leader(s) shall ensure that all party member(s) and any other visitors or guests under their control or supervision strictly observe all such requirements.

7.4 The customer and the party leader(s) shall at all times take such precautions as shall be necessary and/or as may be reasonably required by Camp Beaumont Asia to prevent or restrict the spread of infectious or contagious diseases e.g. chicken pox, gastroenteritis. In particular (and without limitation) the customer and/or the party leader(s) are required to advise Camp Beaumont Asia if any party member 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. In the event that cancellation of the booking of the relevant party member is necessary the appropriate cancellation charges will apply but these may be reclaimable if covered under the terms of any travel insurance policy taken out by the customer or the party member(s).

7.5 The customer must advise Camp Beaumont Asia at the time of making any booking or as soon as the customer becomes aware of any special needs or care requirements required for any party member(s) and the customer acknowledges that Camp Beaumont Asia does not provide routine or special assistance to party member(s) in respect of any such special needs or care requirements.

7.6 Camp Beaumont Asia reserves the right to decline any booking or exclude any party member at any time prior to or during the activity if in Camp Beaumont's opinion the inclusion of that party member is not compatible with the general enjoyment and well-being of the visit. Any additional costs so incurred would be entirely at the responsibility and expense of the customer.

## **8. COMPLAINTS**

In the event that the customer is not satisfied with the activity or services provided by Camp Beaumont Asia, the customer or party leader(s) must notify the Camp Beaumont Asia Centre Manager during the stay of any claim the customer intends to pursue thereby affording Camp Beaumont Asia the opportunity to rectify any problem raised. If it is not resolved immediately the customer should write to Camp Beaumont Asia immediately and Camp Beaumont Asia will endeavour to find a satisfactory solution subject to the liability limits in Clause 9.). Camp Beaumont Asia shall not accept liability for any complaint which is not notified to Camp Beaumont Asia in writing within 28 days of the departure date at [bookings@campbeaumont.asia](mailto:bookings@campbeaumont.asia)

## **9. LIABILITY**

9.1 Any liability of Camp Beaumont Asia hereunder (except in respect of death or personal injury caused by Camp Beaumont Asia's negligence or that of its employees or agents which is not limited or excluded by these conditions) for any delay in performing or any failure to perform any of Camp Beaumont Asia's obligations in relation to the booking shall be limited to the excess (if any) of the cost to the customer in the cheapest available market of similar services to replace those not performed over the booking price, and in all cases with a maximum liability per Clause 9.2.

9.2 In all cases (except where personal injury, illness, or death results) Camp Beaumont Asia's liability is limited to twice the party member price (excluding insurance premiums and amendment charges) of the party member affected in total.

9.3 Except in respect of death or personal injury caused by Camp Beaumont Asia's negligence or that of Camp Beaumont Asia's employees or agents, Camp Beaumont Asia shall not be liable to the customer or any party member 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 Camp Beaumont Asia's negligence or that of Camp Beaumont Asia's employees or agents or otherwise) which arise out of or in connection with the booking.

9.4 Subject as expressly provided in these conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by law.

## **10. FORCE MAJEURE**

Camp Beaumont Asia shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond Camp Beaumont Asia's reasonable control including strikes, lock-outs, labour disputes, 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. SPECIAL REQUESTS**

All special requests should be made at the earliest opportunity in writing. Camp Beaumont Asia will endeavour to meet all reasonable requirements and notify the appropriate persons accordingly. We cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of contract unless they have been specifically guaranteed by the company in writing.

## **12. PHOTOGRAPHY AND MARKETING**

12.1 At certain times Camp Beaumont Asia retains professional photographers to take pictures at centres for use in promotional material. If any members of your group do NOT want to appear in any such photography the party leader(s) should notify us prior to their visit and advise the Course Director at the Centre upon arrival.

12.2 Camp Beaumont Asia uses elements of customer feedback including letters and feedback forms in some promotional material. If you do NOT wish to be quoted, please could you inform us on any written material that you submit to us.

## **13. DATA PROTECTION**

Camp Beaumont Asia has measures in place to protect the personal data held by us. Personal data collected from you including personal data relating to party members will only be used by Camp Beaumont Asia and its partner companies in order to fulfil our obligations under the contract including in the administration of your booking and in the arrangement and provision of the activity and in complying with our obligations in relation to health and safety and other regulatory obligations as well as for informing you about Camp Beaumont Asia's products and services. All personal data is processed in accordance with UK data protection legislation.

## **14. GENERAL**

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

14.2 Camp Beaumont Asia may perform any of its obligations or exercise any of its rights hereunder by itself or through its employee's agents or sub-contractors.

14.3 No waiver by Camp Beaumont Asia of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or other provision.

14.4 No failure by Camp Beaumont Asia to exercise any power given to it or to insist upon strict compliance by Camp Beaumont Asia with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of Camp Beaumont Asia's rights under the contract.

14.5 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 (UK) 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.

14.6 If any provisions of these conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

14.7 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed.

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

Updated 11 January 2023 – D. Robertson