

Booking Conditions

1. DEFINITIONS

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 £20 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 & You.

Contract - The contract between Us and You for the Booking.

Travel Insurance - The insurance cover offered by Camp Beaumont as arranged through P J Hayman & Company Limited and insured by Union Reiseversicherung AG 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 - Kingswood Learning & Leisure Group Limited trading as Camp Beaumont (a company incorporated in England & Wales under company number 3476432) whose registered address is at Kingswood House, Alkmaar Way, Norwich, Norfolk, NR6 6BF.

Payment Dates - Unless otherwise agreed in writing by Us:

(a) the Deposit shall be payable immediately upon return of the Booking Confirmation by You or, where the Booking is made less than 56 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 56 days prior to the Arrival Date or, where the Booking is made less than 56 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 & conditions.

2.2 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.

2.3 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.

2.4 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 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) paid to Us at the date of cancellation (except in respect of any services provided).

2.5 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 enquiry made by You (whether made by submission of an order form or by other written or oral enquiry). 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 any time prior to acceptance by You in accordance with clause 3.2 prior to the date stated thereon or otherwise prescribed by Us.

3.2 You may accept our offer by signing the Booking Confirmation and returning it to Us along with payment of such Deposit or Price or part thereof as specified on the Booking Confirmation upon which a binding Contract will immediately come into force between Us and You.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 Bookings where the deposit is paid for by childcare vouchers will not be confirmed until payment has been received by Us from the childcare voucher provider.

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 0800 655 6560. 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 and any increase in the Price resulting from the change. We cannot accept changes or additions to travel plans 10 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 with any applicable safety or other statutory requirements or which are not of a material nature.

4.3 Itineraries and programmes 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, excursions 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 (including Force Majeure events). 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 or receiving a refund 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 may be affected in which case We shall refund in full all sums

paid as at the date of cancellation in respect of the Booking or the affected part of the Booking less any insurance premiums (and excluding interest).

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 56 days	Deposit only
56 – 29 days	30%
28 - 15 days	45%
14 – 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 Payment Dates. We will not send payment reminders. For customers paying by credit/debit card, Your nominated credit/debit card will automatically be auto-debited for the remaining balance on the date shown on Your invoice. 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 10 days prior to the due date shown on Your invoice. 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 5.3.

5.2 A charge of £30 will be applied to Bookings received from persons outside the United Kingdom to cover additional administration and postage charges.

5.3 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 above Royal Bank of Scotland 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).

5.4 A 2% credit card charge will be applied to all credit card transactions (such charge shall not exceed £30.00).

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.

6.4 You and Your Child shall at all times take such precautions as shall be necessary and/or as may be 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 (calculated on a pro-rata basis where appropriate) will apply but may be reclaimable under the Travel Insurance if selected by You (terms and conditions apply - see policy for details). 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. 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;
- suspected involvement with illegal drugs;
- smoking by under 16's or smoking outside designated areas;
- entering accommodation used by the opposite sex or fostering an inappropriate relationship with another visitor;
- wilfully leaving allocated accommodation blocks without good reason after lights out;
- inappropriate use of mobile phones;
- theft, vandalism or illegal activities;
- inappropriate behaviour;
- bullying (in any form) which adversely affects the enjoyment of other visitors.

Where we exercise Our rights under this clause You must arrange for Your Child to be collected within 24 hours of Our notifying 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).

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, 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 Aspergers 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 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 upon occasion may recommend a day camp holiday in place of a residential stay and 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 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.

6.9 Where We provide transportation as part of the Booking You and/or Your Child shall abide by the travel rules and policies applicable from time to time, the current details of which are available on request & online at www.campbeaumont.co.uk.

6.10 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 and a taxi journey is involved, you may be liable for the cost of the journey. Where this is the case, we will endeavour to contact you to authorise the payment.

6.11 Supervised off-site visits may be included in some Holidays without prior notice to You. If You do not wish your Child to participate in such off-site visits (which may include, amongst other things, beach walks, local shop visits, etc) 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.

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 Kingswood'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. TRAVEL INSURANCE

You must arrange suitable insurance before we will accept the Booking. We will add the cost of Travel Insurance to the Price unless You provide details of Your insurer when making a booking enquiry or submitting a booking form. Where you elect to arrange your own insurance you must ensure that the policy you have in place provides equivalent protection to that provided by Our Travel Insurance.

10. PERSONAL PROPERTY

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

10.2 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.

10.3 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, Walkmans, i-pods, personal video games, digital cameras, i-phones, designer clothes/shoes/trainers etc should not be brought to camp as they are unnecessary and inappropriate on an adventure holiday. Items such as these may only be partially covered under the Travel Insurance, subject to an excess and not covered as new for old.

10.4 We are unable to accept responsibility for mobile phones should they be lost or damaged at Camp. We have clear rules on use of mobile phones at Camp, notably that they may not be used during the activities, meal times or after children have retired for the night.

11. FORCE MAJEURE

We shall not be liable for any delay in performing or failure to perform any obligation (including actioning 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.

12. PHOTOGRAPHY, MARKETING & THE INTERNET

12.1 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.

12.2 Children will have access to the internet whilst at camp. Please inform Us in writing if You do not wish for Your Child to be able to use the internet. Equally if your child is permitted internet access but not access to social networks, please advise accordingly.

12.3 Use of mobile phones for taking photographs is not permitted.

13. 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, sub-contractors, 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.

14. GENERAL

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

14.2 We may perform any of Our obligations or exercise any of Our rights hereunder by Ourselves or through Our employees agents franchisees sub-contractors or affiliates.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

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

January 2012