

## 2023 SUMMR CAMP TERMS AND CONDITIONS

Parents and/or legal guardians (hereinafter referred to as “you” and “your”) agree to enter into an agreement with Amity Global Education (hereinafter called “we”, “us” or “our”) and acknowledge to have read and accepted without reservation the terms and conditions for the Amity International Summer Camp as outlined below.

### A. Booking and payment

**A.1.** When you make a booking for your child(ren) (hereinafter referred to as “Participant”), we will provisionally reserve a place(s) on the summer camp on the basis of these terms and conditions. Your booking will be taken as confirmed in respect of all Participants named by you on the registration form when we receive the deposit payment and completed registration form.

**A.2.** Please check the confirmation invoice as soon as you receive it and contact us immediately if any information is incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within two days of us sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except when we made the mistake and there is good reason why you did not contact us within the above time limits.

**A.3.** The balance of the total price per Participant must be paid no later than 7 days before the start of the summer camp session. If your registration is made after this date then full payment will be required before your registration can be accepted.

**A.4.** Final payments are to be made by direct credit transfer into our bank account, details of which will be provided to you.

### B. Changes and cancellation by us

#### If we change your arrangements before summer camp commences

**B.1.** We hope and expect to be able to provide you with all the services we have confirmed to you. However, given the nature of the summer camp, you and each Participant are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline itineraries are a guide only, do not form a contractual obligation on us and may be subject to change.

#### If we cancel your arrangements

**B.2.** In the unlikely event we need to cancel arrangements we will tell you as soon as possible. However, we will not cancel your arrangements less than 5 days before commencement of the summer camp unless it is for a reason outside our control as provided in clause F.1. If we have to cancel your arrangements, we will provide you with a full refund of all

monies paid. We regret our summer camp can only be operated if a sufficient number of people agree to take part and pay all sums due. If there is insufficient demand, we have the right to cancel the summer camp week in question. If we have to do so, we will notify you no later than 5 days prior to the start of the summer camp.

### C. Changes and cancellations by you

#### If you change your reservation

**C.1.** If you want to change your booking in any way you must inform us in writing as soon as possible. We will use our best endeavours to change the booking date but any such changes are subject to availability at the time. If an alternative date is not available you will not be entitled to a refund.

**C.2.** There will be no refunds for days missed, due to the need for purchasing supplies for registered Participants.

#### If you cancel your reservation

**C.3.** If you wish to cancel your booking, you must notify us in writing. By clicking on the submit button on the registration form you agree that fees paid are non-refundable and therefore, we won't refund your fees.

**C.4.** If any Participant named on the registration form is unable to go for any reason or decides that he/she does not want to participate, you should inform us in writing as soon as possible.

### D. Limitation of our liability to you

**D.1.** If the agreement we have with you is not performed or is improperly performed by us or our suppliers we will pay you compensation. However, we will not be liable where any failure in the performance of the contract is due to:

**D.1.1.** you or a relevant Participant; or

**D.1.2.** a third party unconnected with the provision of the summer camp arrangements and where the failure is unforeseeable or unavoidable; or

**D.1.3.** unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

**D.2.** Our liability to you, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost payable to us for the summer camp.

**D.3.** Should any Participant suffer illness, personal injury or death attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall,

we will offer you such advice, guidance and assistance as is reasonable in the circumstances.

**D.4.** Nothing in these Terms and Conditions affect any statutory rights that you or individual Participants may have under the relevant jurisdiction applicable pursuant to clause F.5.

### **E. Your responsibilities and the responsibilities of participants**

**E.1.** Each Participant may be required to fill in a form for entry onto the summer camp. We reserve the right to cancel any Participant's place on or require a Participant to leave the summer camp, even if the summer camp has already commenced, and without compensation or repayment of any sums paid should any information on the application form be incorrect.

**E.2.** Any health information provided by us is provided in good faith but will only be a general overview of any health hazards and requirements for the summer camp. In the circumstances any such advice given by us should not be regarded as a substitute for specific and detailed medical advice either for you or in respect of individual Participants who should raise any particular concerns with their own doctor.

**E.3.** Our summer camp will involve physical activity and it is your responsibility to ensure that each Participant has the necessary level of fitness and health to complete the summer camp. Each Parent/Guardian will be required to provide a form with appropriate medical details and full particulars must be given of any previous or existing conditions that may affect a Participant's ability to take part in the summer camp or relevant activities. Participants will be required to authorise disclosure by us of any such conditions to any medical personnel that we may use in connection with the summer camp. We reserve the right at any time to require individual Participants to produce medical evidence of that Participant's ability to take part in the summer camp or a particular activity. We reserve the right to cancel any Participant's place on or require a Participant to leave the summer camp, even if the summer camp has already commenced, and without repayment of any sums paid or other compensation, should any information provided to us in respect of that Participant's medical history or condition be incorrect.

**E.4.** Whilst on the summer camp all Participants are required to adhere at all times to the advice and instructions given by our staff or those retained by us to supply any services or activities which form part of the camp.

**E.5.** If a Participant falls ill or suffers an injury or in our opinion is not able to continue with the summer camp, we will notify the Parent/Guardian immediately and they shall collect the Participant within 1-hour notification. We reserve the right, following consultation with the relevant parent or guardian, to require such Participant to either leave the summer camp entirely or for a period or to not take part in a particular activity on the summer camp.

**E.6.** We shall provide reasonable supervision whilst Participants are undertaking activities and expect all Participants to behave responsibly in relation to their own safety and security and that of others at the summer camp.

**E.7.** All Participants must be collected no later than 4:00 pm. If you are going to be late you must call the school immediately. A financial penalty of 50 euros will be charged if you are late in collecting the Participant and if you are late 3 times during summer camp we have the sole right to exclude the Participant from summer camp.

**E.8.** All Participants are expected to respect and obey the laws and customs of the Netherlands, treat others on the summer camp and locals with respect and courtesy, and observe and obey any instructions, directions, advice, rules and regulations given or imposed by us or those organising any particular activities

### **F. Miscellaneous**

**F.1.** We will not be liable to pay any compensation if we are forced to cancel or in any way change your arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic/pandemic or terrorist activity.

**F.2.** Information about you and Participants, including names, contact details and any special needs, disabilities or dietary requirements is collected by us. We may disclose this information to our service providers. Some information, for example relating to health, may be "sensitive personal data" within the meaning of the Data Protection Regulation 2016. We need this information to cater for Participants' needs, but it is collected on condition that we have your consent. If you do not agree to our use of such information, we cannot accept your booking. From time to time we may contact you by post or email with information about further camps. If you do not wish to receive such information, you should notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you or individual Participants named on your booking. Any request should be addressed to us at Amsterdamseweg 204, 1182 HL Amstelveen or email us at [enquiries@amityamsterdam.nl](mailto:enquiries@amityamsterdam.nl) giving all relevant information.

**F.3.** We take photographs or films of the summer camp and use the same on our promotional platforms (including but not limited to social media) and on our website. We may also reproduce any comments that we receive either from you or Participants in a similar way. We always endeavour to use any such photographs, films or comments in a responsible way but if you do not agree to such use we must be informed in writing at the time of booking.

**F.4.** All specific information supplied relating to itinerary or information pack or on our website is correct at the time of publication. Any other information contained in any marketing or preliminary information is designed to provide a general overview of the types of camps and activities we undertake and should not be regarded a representation forming part of the contract with you.

**F.5.** Any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with the summer camp must be brought in the Dutch Court only.