

CAMP KERALA

SILVERSTONE 2022 TERMS AND CONDITIONS

1 THESE TERMS

1.1 These are the terms and conditions of your booking with us and on which Camp Kerala will supply the Services described in these terms to you.

1.2 Please read these terms carefully as they explain who we are, how we will provide the Services to you, how we expect you to pay for the Services, how you and Camp Kerala may change or end the contract, what to do if there is a problem and other important information. If you have any questions on these terms, please contact us to discuss.

1.1 Defined terms

1.3 In these terms, the following terms have the given meanings.

"**Camp Kerala**" means Camp Kerala UK Ltd, a company incorporated and registered in England and Wales with company number 11622312, whose registered office is at Cockmill Croft Farm, Cockmill Lane, Pilton, Somerset, BA4 4HR. Any reference in these terms to "**us**", "**we**" or "**our**" shall also refer to Camp Kerala. You can contact us by telephone 01749 860077 or by emailing michelle@campkerala.com.

"**CK @ Home (on site)**" means all of Camp Kerala's site at Silverstone

"**Commercial Customer**" means a Customer that is not a Consumer Customer.

"**Consumer Customer**" means a Customer who meets the definition of "consumer" provided in the Consumer Rights Act 2015. You will be a Consumer Customer if you are an individual person purchasing our Services for purposes that are outside (or mainly outside) their trade, business or profession.

"**Customer**" or "**you**" means the person purchasing the Services from Camp Kerala and includes Consumer Customers and Commercial Customers. Please see clause 3 for a description of the Services.

"**Deposit**" means a **non-refundable** deposit, which will be either:

- a) an initial payment requested by Camp Kerala to be paid by you to secure your booking; or
- b) where you pay the full Price up-front, a proportion of the Price as notified to you by us on payment of the Price and equalling the amount paid by Customers as an initial deposit under (a) above.

"**Fine Wines**" means any wine which is not a house wine.

"**The British Grand Prix at Silverstone Rental Period**" means the period from 12.00pm on Friday of the Grand Prix Weekend 2022 to 12:00pm on Monday of the Grand Prix Weekend 2022. Date to be announced.

"**Price**" means the price of the Services, payable by you to Camp Kerala and as described in clause 4 and including the Deposit.

"**Remaining Balance**" means the Price minus any Deposit payment or advance payments made by you.

"**Services**" has the meaning given in clause 3 of these terms.

"Tent" means a Shikar tent (measuring approximately 4 metres by 8 metres in size) which consists of a furnished sleeping area with either one king size bed or two twin beds, adjoining wash room/dressing room and open veranda.

"Vintage Champagne" means any Champagne which is not the house Champagne.

2 ACCEPTANCE OF THESE TERMS AND CONDITIONS

All bookings made to Camp Kerala for the Services are subject to these terms. By paying the Deposit or making a booking with us, you agree that you and any accompanying guest or other guest you book for will be bound by these terms.

A Customer booking request for Camp Kerala's services is an offer to buy the Services from Camp Kerala. Our acceptance of your booking request will take place when we confirm in writing (by email or otherwise) that we will provide the Services to you and we have received your initial payment towards the Price in cleared funds, at which point a contract will come into existence between Camp Kerala and you.

3 SERVICES

3.1 In exchange for paying the Price, as described in clause 4.1 of these terms, you will receive the following services for the **The British Grand Prix at Silverstone** Rental Period:

- (a) reservation and rental of one Tent;
- (b) a full breakfast menu each day (with teas, coffees and fruit juice included) for 2 people served from 8.30am to 12 noon, a Brunch menu available from 12 noon – 2pm, Camp Kerala's 'Classic All Day menu' available from 2pm – 11pm (Specials 2pm – 10pm) and a Late Night menu from 11pm – 4am;
- (c) all non-alcoholic drinks, house Champagne, house wines and all other alcoholic drinks for both Tent guests.

Please note: Fine Wine and Vintage Champagne purchases will incur an additional charge.

Please note: Alcoholic drinks will not be served to anyone aged below 18 (we operate a challenge 25 policy - ID must be shown). The full Price will still apply and no discounts are available for those persons aged below the legal limit;

- (d) use of, and access to, utilities at CK @ Home (on site) (including water, WiFi and electricity);
- (e) use of, and access to, CK @ Home (on site) (including a licensed bar, chill-out areas and eating areas);
- (f) the availability of pre-agreed concierge services (additional charges will apply for use of certain additional concierge services); and
- (g) transfers to and from the Camp Kerala / Silverstone helipad as agreed to by Camp Kerala, if required. Please note that Customers must notify Camp Kerala at least 24 hours before their arrival if such transfers are required and any such transfer will be subject to agreement with and availability of Camp Kerala to provide the transfers at the required times,

together, these are the "**Services**".

3.2 The Price **does not include:**

- (a) Fine Wines and Vintage Champagne;

- (b) any appointments at our Spa and Salon;
- (c) any airport transfer service or any transfers of guests to or from their homes or places of work to the Camp Kerala or **The British Grand Prix at Silverstone** site;
- (d) travel to and from Camp Kerala, (except as set out in clause 3.1(h) of these terms, or where we agree otherwise, in advance);
- (e) purchases made in the Kerala Cocoon (shop), or
- (f) the Camp Kerala Bazaar. This is our Camp Kerala therapy / entertainment space in CK @ Home (on site) (which includes a selection of experience enhancing items and additional products).

1.2 Arrival at Camp Kerala village

3.3 You and your guest(s) may arrive at any time after 12.00 noon on Friday of the Grand Prix Weekend, 2022.

1.3 Changes to the Services

3.4 If circumstances require, we may, prior to your arrival, need to substitute the Tent for a different style or size and may do so at its discretion, although Camp Kerala will ensure that any such substitute will be of at least the same size and will not affect your use of or the value of the Services.

3.5 Minor changes to the Services: Camp Kerala may make minor changes to the Services if required:

- a) to reflect changes in relevant laws and regulatory requirements;
- b) to reflect changes required by the **The British Grand Prix at Silverstone** organisers for health and safety or for operational reasons; or
- c) to implement minor adjustments and improvements.

3.6 If Camp Kerala is required to make any significant change to the Services, we will notify you and, if you do not agree to the changes, you may contact us to end the contract and receive a refund of the Price paid to Camp Kerala. **Please note: a significant change does not include postponement or cancellation where this is not within Camp Kerala's reasonable control (please clause 9 of these terms).**

4 PRICE AND PAYMENT

4.1 The Price of the Services for the **The British Grand Prix at Silverstone** Rental Period will be as notified to you by us (in writing – which may be satisfied by email) before your booking is confirmed.

4.2 No discounts to the Price are available to Customers who wish to (or whose guest(s) wish(es) to) stay for a shorter period than the **The British Grand Prix at Silverstone** Rental Period.

4.3 Unless otherwise stated, prices given are exclusive of VAT.

4.4 Camp Kerala will accept payment of the Price and any Deposit by bank transfer, or such other electronic payment method we communicate to you before your booking is confirmed by us, only.

5 **BOOKINGS, DEPOSITS AND PAYMENT**

1.4 **Bookings**

- 5.1 Bookings will only be accepted from persons aged 18 years or over.
- 5.2 Bookings will only be accepted for the whole **The British Grand Prix at Silverstone** Rental Period.
- 5.3 Booking requests must be made by telephone or email – Camp Kerala's contact details are provided in clause 1.3.
- 5.4 Camp Kerala reserves the right to refuse any booking request, at our discretion and for any lawful reason, and we are not obliged to provide an explanation for any such refusal.
- 5.5 Camp Kerala may need certain information from you so that we can supply the Services. If so, this will be stated during the booking process or with the Services description on Camp Kerala's website. Camp Kerala will contact you to ask for this information. You must check any booking confirmation and / or details carefully and should notify Camp Kerala of any errors as soon as possible.
- 5.6 If you do not provide the required information within a reasonable time of us asking for it, or if you give Camp Kerala incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. Camp Kerala will not be responsible for errors, delays or omissions in supplying the Services if these are caused by you not giving us the information we need, within a reasonable time of us asking for it.

1.5 **Deposits**

- 5.7 Upon receipt of a booking request, Camp Kerala will request an initial Deposit from you (if the Price is not required to be paid in full at that time). The Deposit amount will be communicated to you before any booking is confirmed by Camp Kerala.
- 5.8 **Deposits are non-refundable**, except as detailed in these terms.
- 5.9 If a Deposit is requested, Camp Kerala will send you an invoice for the Deposit amount together with these terms. The Deposit payment must be made (in cleared funds) within seven days of receipt of the invoice.
- 5.10 Upon receipt by us of the Deposit (in cleared funds) we will send you email confirmation of your booking. Where a Deposit is requested to secure your booking, by paying the Deposit, you confirm your acceptance of these terms.
- 5.11 Until we send you email confirmation of the booking (after receipt of the Deposit), we reserve the right to take an alternative booking. In the event of us taking an alternative booking, any Deposit monies paid by you will be refunded.

1.6 **Payment of the Price**

- 5.12 If you secure your booking by payment of a Deposit, you are required to pay the Remaining Balance by the date communicated to you by us (the "**Final Payment Date**"). For Silverstone 2022 bookings, we aim to send invoices for any Remaining Balance on 1st February 2022, or at the point of booking thereafter. The Remaining Balance payment must be made (in cleared funds) within seven days of receipt of the invoice.
- 5.13 If Camp Kerala does not receive the Remaining Balance (in cleared funds) by the Final Payment Date, Camp Kerala reserves the right to:

- (a) deem you to have cancelled the booking; and/or
- (b) charge you in accordance with the cancellation policy in clause 7.

1.7 Bookings made on or after 1st February 2022 (or otherwise where the Price is paid in full)

- 5.14 Upon receipt of a booking request, we will email you an invoice for the Price. For the avoidance of doubt, a proportion of the Price will be allocated as a non-refundable Deposit (refundable only where detailed in these Terms and Conditions). The Price must be paid (in cleared funds) within seven days of receipt of the invoice.
- 5.15 Upon receipt by us of the Price in full and in cleared funds, we will send you email confirmation of your booking.
- 5.16 Until we send to you email confirmation of your booking (after receipt of the Price), we reserve the right to take an alternative booking. In the event of Camp Kerala taking an alternative booking, any monies paid by you in respect of the Price will be refunded.

6 ADDITIONAL PAYMENTS

6.1 If, during the British Grand Prix Weekend Period:

- a) you (or any of your guests) make use of any additional goods or services not included in the Price; or
- b) you cause (or any guest of yours causes) any damage to or loss of Camp Kerala property; or
- c) you remove (or any guest of yours removes) any item of property belonging to Camp Kerala,

(a) you will be responsible for making payment to us to account for the use of such goods or services and any losses or damage associated with the actions described above (each an "**Additional Payment**").

6.2 Camp Kerala will email to you an invoice for any Additional Payment(s) within seven days of the end of the British Grand Prix Rental Period. The invoice will detail:

- (a) all outstanding charges not included in the Price that have been incurred by you and / or your guest(s) during the British Grand Prix Rental Period; and/or
- (b) the value of any damage (as assessed by Camp Kerala) caused to Camp Kerala property and/or any items of Camp Kerala property removed from CK @ Home (on site) in breach of these terms.

6.3 By booking the Services, you acknowledge and agree to pay to Camp Kerala the amount of the Additional Payment invoice in full and cleared funds within seven days of the date of the invoice by way of bank transfer.

6.4 If you fail to make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Bank of England from time to time. This interest will 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 to Camp Kerala interest together with any overdue amount.

7 CANCELLATION POLICY

1.8 If you are a Consumer Customer

7.1 You may, at any time, end your contract with us. However, your rights to any refund of the Price, or part thereof, will depend on when you decide to end the contract. The Deposit is **non-refundable** unless otherwise detailed in these Terms and Conditions.

7.2 If you are concerned about the prospect of cancellation, we strongly recommend that you take out suitable insurance that provides cover for such cancellations.

7.3 In the event you cancel your booking before the British Grand Prix Rental Period, we will refund sums paid by you for the Services not yet provided but we will deduct from that refund (or, if you have not made any Deposit or advance payment, charge you) reasonable compensation for the costs and expenses we have incurred and will incur as a result of your booking cancellation (please see clauses 7.4 and 7.5 below).

7.4 In the event that you cancel a booking, to account for Camp Kerala's costs and expenses incurred, unless otherwise agreed by Camp Kerala, we will be entitled to retain (or charge you) the following sums:

- a) where the cancellation is notified to us before 1st February 2022, the Deposit;
- b) where the cancellation is notified to us between 1st February 2022 and 28th February 2022, the Deposit and 40% of the Remaining Balance;
- c) where cancellation is notified to us between 1st March 2022 and 31th March 2022, the Deposit and 50% of the Remaining Balance; or
- d) where the cancellation is notified to us on or after 1st April 2022, the full Price.

7.5 Please note: The above amounts are calculated as reasonable compensation for the costs and expenses we have incurred and will incur as a result of your booking cancellation. The above amounts may be subject to deductions if Camp Kerala is able to fill your cancelled booking with replacement customers, subject to any such deductions taking into account any discounted price Camp Kerala may be required to charge in order to secure the booking at a later stage.

1.9 If you are a Commercial Customer

7.6 In the event that you cancel a booking, we will be entitled to retain (or, where applicable, charge you) the following sums:

- a) where the cancellation is notified to us before 1st February 2022, the Deposit;
- b) where the cancellation is notified to us between 1st February 2022 and 28th February 2022, the Deposit and 40% of the Remaining Balance;
- c) where the cancellation is notified to us between 1st March 2022 and 31st March 2022, the Deposit and 50% of the Remaining Balance; or
- d) where the cancellation is notified to Camp Kerala on or after 1st April 2022, the full Price.

1.10 Please note: Clauses 7.7, 7.8 and 7.9 apply to our Consumer Customers and Commercial Customers.

1.11 Cancellation on or after start of the British Grand Prix Rental Period

7.7 Unless we agree otherwise, in writing, you will not receive any refund of the Price if you terminate your stay early for any reason whatsoever, and will still be responsible for any Additional Payments incurred by you or any of your guests during your and / or their stay.

1.12 Cancellation owing to events outside Camp Kerala's control

7.8 If we are required to cancel your booking due to circumstances outside our control, clause 9 (Events Outside Camp Kerala's Control) will apply.

1.13 Cancellation by Camp Kerala

7.9 Camp Kerala may be required (at its discretion and excluding cancellations for reasons outside our control (see above and clause 9 below)), to cancel your booking. In such circumstances, we will give you as much notice as possible and you will receive a full refund of the Price you have paid to us.

1.14 Insurance

8 **Deposits are non-refundable. It is your responsibility to obtain suitable insurance that provides cover for cancellations. We strongly recommend that you take out such insurance and that you check with your insurance provider that the cancellation circumstances that are of particular concern to you are covered.**

9 EVENTS OUTSIDE CAMP KERALA'S CONTROL

9.1 An Event Outside Our Control means any cause or circumstance not within Camp Kerala's reasonable control including, but not limited to:

- a) **British Grand Prix / Silverstone cancellation or postponement;**
- b) acts of God (flood, drought, earthquake or other natural disaster);
- c) adverse weather conditions;
- d) epidemic or pandemic;
- e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- f) nuclear, chemical or biological contamination or sonic boom;
- g) any law or any action taken by a government or public authority, including without limitation imposing a restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- h) collapse of buildings, fire, explosion or accident;
- i) any labour or trade dispute, strikes, industrial action or lockouts (other than by Camp Kerala's own employees, or employees of companies our group);
- j) non-performance by external suppliers or subcontractors; and
- k) interruption or failure of utility service.

9.2 If we are unable to provide the Services due to any Event Outside Our Control, we will make every effort to recommence performance of those Services in a timely manner. If, despite our efforts, we continue to be unable to perform the Services, or consider it unsafe to do so, during the British Grand Prix Rental Period, we will refund the Price to you, minus the Deposit and any costs or expenses already incurred by us preparing for and/or in providing any of the Services (to the extent such costs and expenses exceed the Deposit). If any such event occurs during the British Grand Prix Rental Period, the amount to be refunded will take into account how many days of the British Grand Prix Rental Period remain and the extent to

which the Services have already been provided by us. For the avoidance of doubt.

- 9.3 **Deposits are non-refundable. It is your responsibility to obtain suitable insurance that provides cover for cancellations. We strongly recommend that you take out such insurance and that you check with your insurance provider that the cancellation circumstances that are of particular concern to you are covered.**

10 WRISTBANDS

- 10.1 Camp Kerala will provide each Customer with up to two Camp Kerala wristbands per Tent with the Tent number on them. These Customer wristbands must be worn at all times for the Camp Kerala security to check and may not be used by or transferred to anyone else.
- 10.2 Access to CK @ Home may be denied to individuals not wearing a Customer wristband.
- 10.3 Camp Kerala have the discretion to withhold or revoke a Customer wristband if exercising our rights under clause 12.3. For the avoidance of doubt, if a wristband is not issued, or is subsequently revoked, then that Customer must immediately leave CK @ Home (on site) in accordance with clause 12.3 and the wristband will be invalidated.
- 10.4 In order to purchase anything not included in the Price, you must present your wristband.

11 ARRIVAL AND DEPARTURE

- 11.1 Provided that you have paid fully (in cleared funds) the Price, you may arrive at any time after 12.00 noon on Friday of the British Grand Prix Weekend, 2022
- 11.2 You (and all of your guests) must vacate your Tent and CK @ Home (on site) by 12.00 noon on Monday of the British Grand Prix Weekend, 2022

12 RESTRICTIONS

- 12.1 A maximum of two people aged 18 or over may stay in each Tent unless otherwise agreed by us before your booking is confirmed.
- 12.2 You agree (and must ensure that your guest(s) also agree) to:
- (a) conduct yourself at all times with due regard to other guests staying at Camp Kerala and / or otherwise attending the British Grand Prix;
 - (b) not allow anyone other than you and one guest to stay overnight in the Tent;
 - (c) ensure that all doors and other openings are closed and secured at all times when the Tent is not occupied;
 - (d) not light, or allow to be lit, any fire, candle or other naked flame in the Tent or elsewhere at Camp Kerala;
 - (e) not to take any glass container from CK @ Home (on site). Any such glass container must be left at the entrance of CK @ Home (on site);
 - (f) not to allow any unreasonable noise in your allocated Tent;
 - (g) not smoke in the Tent;
 - (h) not to bring any alcoholic drinks to CK @ Home (on site) which have not been purchased at the CK @ Home (on site) bar;

- (i) not handle, consume, purchase, sell, bring or otherwise deal in any manner whatsoever with illegal, prescription (without supporting proof of prescription) or recreational drugs at Camp Kerala;
- (j) not use any gas or open flame lighting, heating, cooking or other appliances in the Tent or elsewhere at Camp Kerala;
- (k) not bring, or allow the entry of, any pets or other animals to Camp Kerala;
- (l) not remove any Camp Kerala property, including but not limited to dressing gowns, coat hangers, towels and bedding, torches or lanterns or any items from the Tent interiors apart from the Camp Kerala gift items;
- (m) not tamper with the structure or any part of the Tent, or affix or suspend any item from the Tent;
- (n) be bound by any terms and conditions of use applying to Silverstone Tickets;
- (o) not behave in an abusive, threatening or insulting way or use foul language towards Camp Kerala staff or other customers or their guests; and
- (p) comply with any additional on-site requirements notified to you by Camp Kerala on arrival, including for CK @ Home (on site) and wider Silverstone / British Grand Prix site.

12.3 Failure by you to comply with any of these rules or the terms and conditions of use applying to the Silverstone General Access ticket terms or any other applicable rules and regulations issued by Silverstone, will give Camp Kerala the right to require you to leave Camp Kerala immediately. Termination of your stay by Camp Kerala in accordance with this clause 12.3 will not entitle you to a refund of any sums paid in accordance with these terms and conditions, nor will it reduce or negate your liability for any sums still due to Camp Kerala.

1.15 **Service of Alcohol**

12.4 Whilst alcoholic beverages (excluding Fine Wines and Vintage Champagnes) are included in the Price, Camp Kerala reserves the right to refuse service of alcohol to any Customer or guest who, in the reasonable opinion of Camp Kerala's staff:

- a) is underage, intoxicated or otherwise behaving in such a way as to cause or be likely to cause danger, upset or nuisance to staff or other guests; or
- b) is likely to give the alcohol to another guest who is underage, intoxicated or otherwise behaving in such a way as to cause or be likely to cause danger, upset or nuisance to staff or other guests.

13 **LIABILITY, LOSS AND DAMAGE**

1.16 **If you are a Consumer Customer**

13.1 Camp Kerala is responsible to you for foreseeable loss and damage caused by us. If Camp Kerala fails 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. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Camp Kerala and you knew it might happen, for example, if you discussed it with Camp Kerala during the booking process.

13.2 Camp Kerala does 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.

- 13.3 Camp Kerala is not liable for business losses. We only supply the Services to Consumer Customers for personal enjoyment. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

1.17 If you are a Commercial Customer

- 13.4 Nothing in these terms shall limit or exclude Camp Kerala's liability for:

- a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; or
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 13.5 Subject to clause 13.4:

- a) Camp Kerala shall under no circumstances whatever be liable to the Commercial Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and
- b) Camp Kerala's total liability to the Commercial Customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price paid for the Services.

- 13.6 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.

1.18 Your liability to Camp Kerala

- 13.7 By means of the Additional Payment procedure set out in clause 6, you shall be responsible for accounting to Camp Kerala for all damages, costs, losses, claims or expenses, whether deliberate or accidental, incurred or suffered by Camp Kerala that result from you (or any accompanying guest) using the Service. This includes, but is not intended to be limited to, the cost of cleaning, repair or replacement of the Tent or furnishings or any other property on CK @ Home (on site).

14 USE OF YOUR PERSONAL INFORMATION

- 14.1 Camp Kerala will use the personal information you provide:

- a) to supply the Services to you;
- b) to process your payment(s) for the Services; and
- c) if agreed by you, to give you information about similar services provided by Camp Kerala, but you may stop receiving this at any time by contacting us.

- 14.2 Camp Kerala will only give your personal information to other third parties where the law either requires or allows us to do so.

Further detail about how we process your personal information (and the personal information of your guest(s)), including during the British Grand Prix Rental Period, can be found in our [Privacy Policy](#). You can also contact Camp Kerala by telephone 01749 860077 or by email michelle@campkerala.com if you have further questions about how we use your personal data, or if you would like to request a copy of our Privacy Policy.

15 OTHER IMPORTANT TERMS

- 15.1 You require our consent to transfer your rights to someone else. You may only transfer your rights or obligations under these terms to another person if Camp Kerala agrees to this in writing.
- 15.2 Nobody else has any rights under this contract. This contract is between Camp Kerala and you. No other person shall have any rights to enforce any of its terms.
- 15.3 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.
- 15.4 **Which laws apply to this contract and where you (and Camp Kerala) may bring legal proceedings.** These terms are governed by English law and the parties can bring legal proceedings in respect of the Services in the English courts.
- 1.19 **Alternative Dispute Resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without parties having to go to court. If you are not happy with how we have handled any complaint, you may be entitled to submit the dispute for online resolution to the *European Commission Online Dispute Resolution* platform:
- 1.20
- 1.21 <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>
- 15.5 **If you are a Commercial Customer**, the contract constitutes the entire agreement between Camp Kerala and the Commercial Customer. The Commercial Customer acknowledges that they have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Camp Kerala which is not set out in the contract.
- 15.6 **If you are a Commercial Customer**, these terms apply to the contract to the exclusion of any other terms that the Commercial Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.22 These terms were last updated 1st Dec 2020