

TERMS AND CONDITIONS

These terms and conditions relate to the Blade Fencing Camp Foil Fencing Camp ("the Camp") held at **Blade Kuala Lumpur, S02-04, 2nd Floor Centrepoint Bandar Utama 3, Lebuhraya Bandar Utama, Petaling Jaya, Selangor, Malaysia**, from **26–31 December 2026**. Should the number of Participants exceed the venue's full capacity, we may hold the Camp at an alternative venue; while this is considered unlikely, any change of venue will be communicated to you as soon as reasonably possible (see also clause 3, Changes).

Information about us

HP Fencing Sdn Bhd has its registered office at S02-04, 2nd Floor Centrepoint, Lebuhraya Bandar Utama, Petaling Jaya, Selangor, Malaysia (Company No. 1206106-M). When you book a place on the Camp through this website you enter into a contract with HP Fencing Sdn Bhd. In these Terms and Conditions, "we", "us" or "our" means HP Fencing Sdn Bhd. "You" or "your" means the person applying to book a Camp place. A "Camp" is any residential sport-based programme offered by HP Fencing Sdn Bhd. "Participant" means the person for whom a Camp place is booked.

This page, together with the documents referred to on it, sets out the terms on which we provide Camps. Please read them carefully and make sure you understand them before applying to book a place. By applying to book a place on the Camp you agree to these Terms and Conditions.

1. Placing an Order and Pricing

- i. After you apply to book a place on the Camp we will send you an e-mail acknowledging we have received your application. Your application is an offer to us to book a place on the Camp. All applications are subject to acceptance by us in line with these Terms and Conditions.
- ii. The Camp booking form sets out further details on the specific requirements for the Camp, which you agree that you have read and understood as part of the booking process.
- iii. All applications to book a place on the Camp must be accompanied by payment of the appropriate Camp fee, either: (a) in full; or (b) as a non-refundable deposit of 40% of the Camp fee, with the balance payable no later than 30 days before the Camp start date (or immediately, if the application is made within 30 days of the Camp). A Participant will not be allowed to attend the Camp unless all charges have been paid in full before the Camp starts. Payment can be made by cash, online bank transfer, or international wire transfer.
- iv. By applying to book a place on the Camp through the booking form, you confirm that: (a) you are legally capable of entering binding contracts; (b) you are at least 18 years old; (c) your application is made in a private capacity for an individual Participant with whom you have a personal relationship, and you are not applying for places on the Camp which you intend to resell in the course of a trade or business; (d) you are the parent or legal guardian of the Participant, or have the parent or legal guardian's express permission to book on their behalf; and (e) you have read and accepted these Terms and Conditions.
- v. The price of the Camp will be as stated on our website and/or booking form from time to time, unless there is an obvious error. All published Camp fees are inclusive of Malaysian Sales and Service Tax (SST) at the prevailing rate (currently 8%) unless expressly stated otherwise. We offer the following fee categories for this Camp:
 - (a) Full Camp Fee — for Participants attending all days of the Camp, offered on a tiered early-bird basis. A limited number of seats are available at each price tier, allocated first-come, first-served as deposits are received; once a tier's seats are filled, the next tier's price applies automatically.
 - (b) Daily Fee — for Participants attending between 1 and 5 days of the Camp, charged per day attended.
 - (c) Blade Member Fee — a 15% discount off the Full Camp Fee or Daily Fee, available to Participants who hold current, verified Blade Fencing Club membership at the time of application. We reserve the right to request proof of membership, and to charge the full non-member fee (including backdating any shortfall) where membership cannot be verified.

These prices may change at any time, but any change will not affect bookings we have already accepted, other than as set out in the tiered pricing structure above.

- vi. You are responsible for arranging and paying for the Participant's travel to the Camp venue.

2. Confirmation, Cancellation and Refunds

- i. To cancel an accepted booking, you must inform us in writing by email to bladefencingcamp@gmail.com. Proof of email dispatch is not proof of receipt; if you do not receive a response within 2 working days, please contact us by telephone at +60124208090. The cancellation date is the date we acknowledge receipt of your email, or, if we have not responded within 2 working days, the date the email was sent.
- ii. To confirm a place, a non-refundable deposit of 40% of the applicable Camp fee must be paid within 7 working days of submitting the registration form. A place is not secured until this deposit is received.
- iii. The 40% deposit referred to in clause 2.ii is non-refundable in all circumstances covered by this clause 2 — it is never returned, in whole or in part, however far in advance you cancel. **Only the amount you paid ABOVE AND BEYOND that deposit** is eligible for a refund, on a sliding scale based on how far in advance of the Camp start date you cancel, as set out below:

Days before Camp start date	Refund of the BALANCE paid — excludes the 40% deposit, which is never refundable
61 days or more	100% of the balance paid (i.e. everything except the deposit), less an administrative fee of RM150 or 5% of the amount refunded, whichever is greater
31 – 60 days	50% of the balance paid, less the same administrative fee
15 – 30 days	25% of the balance paid, less the same administrative fee
14 days or fewer	No refund of the balance either. Any unpaid amount remains payable in full.

Worked example: if the Full Camp Fee is RM5,350 and you cancel 45 days before the Camp start date, having paid in full: the RM2,140 deposit (40%) is retained in full and is never refundable. The remaining RM3,210 falls in the "31–60 days" band, so 50% of it (RM1,605), less the administrative fee, is refunded to you. You do NOT receive 50% of the full RM5,350.

- iv. For Participants who booked the Daily Fee (1–5 days), refunds are calculated on the same sliding scale, applied to the fee for any full unattended day(s), provided notice is given before the relevant cut-off above.
- v. If we cancel the Camp, we will provide a full refund of all fees paid, but disclaim any further liability. We are not liable for any refund, and disclaim all other liability, where the Camp is cancelled or cannot proceed due to circumstances beyond our reasonable control (see clause 12, Force Majeure).
- vi. Certain medical or repatriation expenses may be reclaimable through the Camp's travel/accident insurance policy, where purchased. Policy wording is available on request.
- vii. No refund, fee reduction, or credit will be given for late arrival, early departure, voluntary withdrawal after the Camp has started, or dismissal due to misconduct (see clause 9).
- viii. At our absolute discretion, and on receipt of supporting documentation (for example, a medical certificate), we may offer a partial refund, or a full or partial credit toward a future Camp, for cancellations due to medical or other serious mitigating circumstances — even where the sliding scale in clause 2.iii would not otherwise apply. This is offered at our discretion and is not a right.
- ix. Approved refunds will be paid to the original payment method (or by bank transfer, where the original method is not practicable) within 30 business days of approval.
- x. Where a Participant is travelling internationally to attend the Camp — including any guest coach or guest fencer — we strongly recommend independent travel insurance covering trip cancellation. Flight, visa, and other travel costs are not covered by this refund policy or by the Camp's own insurance.

3. Changes

All Camp activities, venues, and travel arrangements are subject to change according to weather, venue availability, a satisfactory number of Participants, and other factors beyond our control, including flight or travel disruption affecting guest coaches, guest fencers, or other Participants travelling internationally to the Camp. In particular, should the number of Participants exceed the stated venue's full capacity, we reserve the right to relocate the Camp to an alternative venue of comparable standard; while this is considered unlikely, we will notify you of any such change as soon as reasonably possible.

4. Fitness

- i. You must ensure that the Participant is physically fit and able to participate in the sporting activities. If you need further information on the physical fitness required of Participants, or have any doubt that a Participant is sufficiently physically fit to attend the Camp, please contact us before applying for a place. We will not issue a refund because a Participant is not sufficiently physically fit to participate in any part of the Camp.
- ii. We may require additional information depending on the medical information you supply when applying for a place, before we can accept your booking.

5. Assumption of Risk

As a specific condition of acceptance of your booking, you agree that Blade Fencing Camp (HP Fencing Sdn Bhd) has **NOT** made any representation to you as to the suitability, condition, or safety of the Camp venue, and you acknowledge that participation in the Camp may involve risks and dangers of accidents, personal and bodily injury, and property loss or damage. You confirm that the Participant is in good health and has no medical or health condition that could endanger or limit their ability to participate in the Camp. You understand and have considered and evaluated the nature, scope, and extent of the risks involved, and you voluntarily and freely choose to assume these risks on behalf of the Participant. In addition, the Participant agrees to comply with the reasonable instructions of Camp staff during the Camp.

6. Medical Care

In the event that the Participant needs medical attention during the Camp, you agree to us arranging any appropriate and necessary emergency treatment. We will endeavour to contact you and obtain your consent to any decision regarding such treatment. However, you acknowledge and agree that in emergency situations we may not be able to contact you, and may proceed to arrange and consent to treatment without doing so. In arranging or sanctioning any treatment we will take the advice of suitably qualified doctors and clinicians, and you agree that we and they are entitled to assume that the medical information you have supplied is complete, accurate, and up to date.

7. Liability

- i. Neither you nor we shall be liable to the other for any loss or damage the other suffers as a result of a breach of these Terms and Conditions, unless that loss or damage was reasonably foreseeable at the time these Terms and Conditions were agreed.
- ii. To the maximum extent permissible under law, you agree that any liability of Blade Fencing Camp (HP Fencing Sdn Bhd) relating to the Participant's participation in the Camp is excluded, except in case of negligence or wilful misconduct.
- iii. Nothing in this agreement excludes or limits in any way our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.
- iv. The cost of any damage caused by any Participant you have booked on the Camp to any property or facilities will be passed on to you, and you will be liable to pay it.

8. Indemnity

To the maximum extent permitted by applicable law, you hereby irrevocably and unconditionally agree to hold harmless, indemnify, and reimburse Blade Fencing Camp (HP Fencing Sdn Bhd) from and against any claim, sum, costs, damages, or expenses (including reasonable legal fees) arising in connection with any accident, loss, or damage arising out of the Participant's attendance or participation in the Camp.

9. Camp Code of Conduct

- i. Our primary objective is to create positive change in the campers who attend our camps. We also want to ensure the safety of our campers at all times and provide a healthy, learning atmosphere. To achieve this, we ask that campers conduct themselves in a positive and responsible manner, and do their best to adhere to the following Code of Conduct:
 - Think positive and act positive throughout your stay with us.
 - Behave with proper etiquette at the facility at all times.
 - Treat fellow campers and coaches with the respect, consideration, and kindness they deserve.
 - Be on time for all camp functions.
 - Report any personal problems or concerns to a staff member immediately.
 - Report any sign of illness or injury to a staff member immediately, and stay with the assigned staff member (chaperone or coach) at all times.
 - Stay in assigned groups at all camp functions.
 - Stay within the camp residence at all times unless given permission by a staff member.
 - Observe all curfew rules as outlined by camp staff.
 - Respect fellow campers and camp staff by limiting cell phone use during camp functions. No phone calls are allowed after the evening Lights Out and before the morning Wake-Up Call.

Any serious violation of camp regulations, such as wilful damage to facility or lodging property, and/or behaviour deemed unsuitable and detrimental to the best interest of the camp, will be grounds for immediate dismissal from the Camp without refund or voucher.

- ii. We treat the safety and well-being of all Participants as a priority. We reserve the right to remove from the Camp, without refund, any Participant who does not comply with the Camp Regulations, or whom we consider to be generally disruptive or behaving in a way that may be a danger to others.
- iii. If a Participant is removed from the Camp, it is your responsibility to organise and pay for any travel, accommodation, or other expenses incurred.

10. Image Rights, Film and Video Release

You acknowledge and agree, on behalf of the Participant, that Blade Fencing Camp (HP Fencing Sdn Bhd), its associates, affiliates, subsidiaries, licensees, agents, successors, assigns, and authorised commercial partners may film, photograph, or otherwise record the Participant's attendance at the Camp and any related activities, for advertising, promotional, commercial, and/or internal purposes. You grant Blade Fencing Camp (HP Fencing Sdn Bhd) the right to use, for the maximum time permitted by applicable law, throughout the world and without compensation, any photograph, video, image, or other recorded media or likeness of the Participant for the purpose of advertising, promotion, or any other commercial purpose connected with the Camp or future camps, including in Blade Fencing Camp campaigns and other promotional activities. You also grant permission to display the Participant's name and image, both during the Camp and in any media, in any manner now known or hereafter developed.

Any photograph, video, image, or other recording described in this clause that identifies the Participant is also **personal data** for the purposes of the Personal Data Protection Act 2010. Our collection, use, and disclosure of such material is additionally governed by clause 11 (Personal Data Protection) below, including your right to withdraw consent described there.

11. Personal Data Protection

- i. We are a "data controller" for the purposes of the Personal Data Protection Act 2010 (Act 709), as amended by the Personal Data Protection (Amendment) Act 2024 (together, the "PDPA"). This clause is our Notice and Choice statement under the PDPA.
- ii. "Personal data" under the PDPA means information relating to an identified or identifiable individual. This includes photographs, video, and audio recordings of a Participant where the Participant is identifiable — the image and video rights described in clause 10 are therefore processed as personal data and are subject to this clause.
- iii. We collect and process personal data about you and the Participant — including name, contact details, date of birth, medical and fitness information, payment details, and photographs, video, or audio recorded at the Camp — for the following purposes: (a) processing your application and booking; (b) camp administration, safety, and medical care;

- (c) communicating with you about the Camp; (d) the advertising, promotional, and internal purposes described in clause 10; and (e) complying with our legal and regulatory obligations.
- iv. We will not disclose your personal data to third parties except: (a) to camp staff, coaches, medical providers, and insurers directly involved in delivering or insuring the Camp; (b) to venue operators, transport providers, and accommodation providers as necessary to deliver the Camp; (c) where required by law; or (d) with your consent.
- v. Personal data relating to some Participants may be processed or accessed from outside Malaysia — for example, where a guest coach's or guest fencer's records are shared with their home federation or club. Any such transfer will be made in accordance with the PDPA's cross-border data transfer requirements.
- vi. Medical and health information you provide is "sensitive personal data" under the PDPA. By submitting this information as part of your application, you give explicit consent to our processing of it for the purposes set out in clause 4 (Fitness) and clause 6 (Medical Care).
- vii. You may, at any time: (a) request access to the personal data we hold about the Participant; (b) request correction of inaccurate or outdated personal data; (c) withdraw consent to our processing of the Participant's photographs or video for promotional purposes (this will not affect footage already published before withdrawal, and does not affect processing necessary for Camp administration and safety); or (d) lodge a complaint with the Department of Personal Data Protection (JPDP). To exercise any of these rights, contact us at bladefencingcamp@gmail.com; we will acknowledge and respond within the timeframes required by the PDPA.
- viii. We will retain personal data only for as long as necessary for the purposes set out above and in line with our legal and accounting obligations, after which it will be securely deleted or anonymised.
- ix. In the event of a personal data breach likely to result in significant harm, we will notify the Personal Data Protection Commissioner and, where required, affected individuals, in accordance with the PDPA.

12. Force Majeure

- i. We will not be liable for any failure or delay in performing our obligations, or for any cancellation, postponement, or alteration of the Camp, arising from circumstances beyond our reasonable control (a "Force Majeure Event"), including but not limited to: acts of God, fire, flood, extreme weather, epidemic or pandemic, war, terrorism, civil unrest, government action or restriction, strikes or industrial action, venue unavailability, and flight cancellations, delays, or visa/immigration issues affecting guest coaches, guest fencers, or other Participants travelling internationally.
- ii. Where a Force Majeure Event affects only part of the Camp (for example, the unavailability of a specific guest coach due to a cancelled flight), we will use reasonable efforts to arrange a suitable alternative, but you acknowledge this may not always be possible and does not, of itself, entitle you to a refund.
- iii. Clause 2 (Confirmation, Cancellation and Refunds) governs your entitlement to a refund where the Camp itself is cancelled due to a Force Majeure Event.

13. Governing Law and Jurisdiction

These Terms and Conditions, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), are governed by and construed in accordance with the laws of Malaysia. The courts of Malaysia have exclusive jurisdiction to settle any such dispute or claim.

14. Parental Consent

If you are not the Participant's parent or guardian, you confirm that you have made the parent or guardian fully aware of this booking and of these Terms and Conditions, and that they have agreed to them.