HOLSTEIN FRIESIAN NZ
CAMP TERMS AND CONDITIONS

Effective Date: 19 October 2026

1. APPLICATIONS AND ACCEPTANCE

1.1 **Acceptance:** By submitting an application form to participate in a camp (**Camp**) run by The New Zealand Holstein-Friesian Association Incorporated (**HFNZ**), the applicant (**Participant**) is applying to participate in the camp listed in the application form (**Camp**) and agrees to comply with these Camp Terms and Conditions (**Camp Terms**).

1.2 **Minimum and maximum ages:** The minimum age for a Participant to attend the Camp is 10 years old, and the maximum age is 21 years old, as at the start date of the Camp.

1.3 **Under 18's:** If the Participant is under the age of 18 at the time the application to attend the Camp is submitted (**Under 18 Participant**), their parent or guardian who is 18 years of age or older (**Guardian**) must consent to the Under 18 Participant's participation in the Camp, and must also agree to these Camp Terms, in addition to the Under 18 Participant, by accepting these Camp Terms in the application form.

1.4 **Under 15's:** If a Participant will be aged 10 years or older, but under the age of 15, at the time the Camp commences (**Under 15 Participant**) then in addition to clause 1.3:

(a) a Guardian must attend the Camp with the Under 15 Participant (**Attending Guardian**). Unless otherwise agreed in writing by HFNZ, the Attending Guardian named in the application form must be the Attending Guardian that accompanies the Under 15 Participant during the Camp;

(b) the Attending Guardian must be at least 18 years of age, as at the start date of the Camp;

(c) unless otherwise agreed in writing by HFNZ, any one Attending Guardian may have a maximum of three Under 15 Participants in their care, unless the Attending Guardian is a Participant, in which case they may only have one Under 15 Participant in their care;

(d) unless otherwise agreed in writing by HFNZ, the Under 15 Participant and their Attending Guardian are not permitted to stay at the Camp overnight (between the hours of 9.30pm and 7.30am), they must find their own accommodation at their own cost, and make their own arrangements for transport between their accommodation and the Camp at their cost;

(e) the Attending Guardian must ensure that the Under 15 Participant complies with these Camp Terms; and

(f) the Attending Guardian is responsible and liable for all Under 15 Participants in their care.

1.5 **Definition:** If a Participant is an Under 18 Participant or an Under 15 Participant, the obligations, warranties and liabilities given by the Participant in these Camp Terms are also given and assumed by their Guardian. A Participant's Guardian is jointly and severally liable with the Participant in respect of such obligations, warranties and liabilities.

1.6 **Acceptance by HFNZ:** The total number of Participants for each Camp is strictly limited. On receipt of an application from a Participant, HFNZ will consider the application, and has complete discretion as to whether the application is accepted or not. As set out in clause 8.4, the application is not complete until payment has been made. No Camp Fees are payable in respect of Attending Guardians. If a Participant's application is not accepted, HFNZ will notify the Participant, and HFNZ will refund any amount paid. If the maximum number of Participants has been reached in respect of a Camp, then HFNZ will notify the applicant, and a wait list may be operated.

2. ACKNOWLEDGEMENTS

2.1 **Suitability:** By applying to attend a camp, the Participant warrants to HFNZ that:

(a) **General Health and Fitness:** they have a good level of fitness and health. If a Participant has any concerns, professional advice should be sought beforehand. Any pre-existing medical conditions or health and mobility related concerns must be listed in the application form.

(b) **Medical Assistance:** they do not have any medical requirements that cannot be managed by the Participant or their Attending Guardian. Prescription medication is to be dealt with in accordance with clause 5.3.

(c) **Dietary requirements:** all applicable dietary requirements are listed on the application form.

(d) **Information Accuracy:** all information provided in the application form, or otherwise provided to HFNZ, in relation to the Camp is true, correct and complete.

2.2 **Special Requests:** Where a special request (e.g. diet, room location, and/or particular meals) is made and HFNZ agree to that request, or where the information provided by a Participant in the application form (or subsequently), means that additional costs will be incurred by HFNZ in running the Camp, then those additional costs may be on charged to the Participant by HFNZ. HFNZ will use reasonable endeavours to notify the Participant of those additional charges as soon as reasonably practicable.

2.3 **Child protection:** All Camp Staff (defined in clause 3.1), and all Attending Guardians consent to HFNZ (or its agent) undertaking a criminal record check on them prior to the start date of the Camp, with the results being provided to HFNZ. All Camp Staff and Attending Guardians agree to provide all necessary information and additional specific consents for the purpose of a criminal record check being undertaken. The Camp Staff and Attending Guardians agree to complete all steps reasonably requested by HFNZ for such criminal record check to be undertaken. HFNZ may rely on an existing criminal record check that it holds for a person, provided that check was completed no more than 3 years before the start date of the Camp. If Camp Staff or an Attending Guardian receives a criminal conviction between the date that their criminal record check is completed and the start date of the Camp, they must immediately advise HFNZ in writing. If HFNZ is not satisfied with the results of any criminal record check, or the criminal record check is not completed (or is not likely to be completed) by the start date of the Camp, then HFNZ may cancel the Camp Staff or Attending Guardian's attendance at the Camp. Any Under 15 Participant in a cancelled Attending Guardian's care may appoint a new Attending Guardian, subject to their acceptance of these Camp Terms and a criminal record check being satisfactorily completed prior to the commencement of the camp, or cancel their participation in the Camp in accordance with clause 4.1.

3. CAMP DETAILS

3.1 **Camp Staff:** HFNZ will appoint a number of people to formal roles for the operation of the Camp, with various roles and responsibilities (**Camp Staff**). These roles and responsibilities are as follows:

(a) Camp Leader – the person that has overall responsibility for the operation of the Camp.

(b) Camp Mother – the person that is responsible for pastoral care of all Participants.

(c) Camp Instructors – the people with specialist knowledge and skills, who will instruct Participants in relation to specific activities at the Camp.

(d) Volunteers – the people who are assisting with the general operation of the Camp. Attending Guardians may provide volunteer assistance at the Camp, in the discretion of the Camp Leader.

3.2 **Collection arrangements:** If indicated on the application form by the Participant, unless the Participant is notified otherwise by HFNZ, HFNZ will use reasonable endeavours to collect the Participant from the nearest bus station or airport, and transport them to the Camp venue, and then return them to the bus station or airport at the end of the Camp (**Collection Service**). Otherwise, the responsibility to get to and from the Camp remains with the Participant.

3.3 **Travel subsidy:** If a travel subsidy is referenced on the application form, and the Participant is a member of HFNZ and otherwise qualifies to receive such travel subsidy (as determined by HFNZ in its sole discretion), then HFNZ will provide the subsidy referenced to the Participant's bank account nominated in the application form. Timing of the payment of the travel subsidy is in the discretion of HFNZ.

3.4 **Programmes:** Camp itineraries, agendas and programmes are estimates only, and may change or be different from those described. This can be as a result of the number of Participants, presenter availability, animal availability, as a result of local conditions, weather conditions, other events, or as determined by HFNZ in its discretion. HFNZ will use reasonable endeavours to notify the Participant of any significant changes prior to the Participants arrival at the Camp.

4. CANCELLATION POLICY

4.1 **Participant cancellation:** A Participant may cancel their attendance at the Camp, in their discretion, without cause, whether before or after it starts. If the Participant provides notice of cancellation to HFNZ in writing 1 month or more prior to the start of the Camp, then a full refund will be provided, less any costs incurred by HFNZ. If the Participant provides notice of cancellation to HFNZ in writing less than 1 month prior to the start of the Camp, then no refund will be provided.

4.2 **HFNZ required cancellation:** If HFNZ needs to cancel the Camp, whether before or after its start date, due to circumstances beyond its reasonable control (including without limitation a venue issue, an animal/MPI issue, inclement weather or an issue where Camp Staff can no longer attend and can't be replaced), then HFNZ will endeavour to provide as much notice as is reasonably possible in the circumstances. If HFNZ cancels the Camp on this basis, then it will provide a partial refund, as reasonably determined by HFNZ, unless the Participant and HFNZ agree to re-book for an alternate camp.

4.3 **HFNZ discretionary cancellation:** HFNZ may cancel the Camp, in its discretion, without cause, whether before or after it starts. If HFNZ cancel the Camp on this basis, HFNZ will endeavour to provide as much notice as is reasonably possible in the circumstances. If HFNZ cancels the Camp prior to its scheduled commencement date, then a full refund will be provided to the Participant, unless the Participant and HFNZ agree in writing to re-book for an alternate camp. If HFNZ cancels the Camp after its schedule commencement date, then a pro-rata refund will be provided to the Participant, based on the value that the Participant did not receive.

5. HEALTH AND WELLBEING

5.1 **Illness:** A Participant must not attend a Camp if they are suffering from an infectious or communicable disease as identified by the Ministry of Health, or an injury that prevents them from participating in the Camp. If this occurs, the Participant must advise HFNZ as soon as reasonably practicable. If a Participant arrives at the Camp and it appears to HFNZ that the Participant is suffering from an infectious/communicable disease or injury, or in the opinion of HFNZ is too unwell or injured to attend the Camp or becomes unwell/injured during the Camp, HFNZ may require the Participant to leave the Camp. Refunds are only paid in the discretion of HFNZ. The Participant will be responsible to make their own way home, or if HFNZ is providing the Collection Service, then HFNZ will return the Participant to the nearest bus station or airport.

5.2 **Returning to Camp:** Participants suffering from an infectious or communicable disease or injury must not return to the Camp unless HFNZ has provided its approval, which may be withheld in its sole discretion. The minimum timeframe HFNZ will consider is 24 hours after the illness/disease has passed (or the last symptom has been experienced), the end of any longer period as per the exclusion period listed by the Ministry of Health, resolution of the injury or until the Participant has produced the required medical certificate if one has been requested by HFNZ.

5.3 **Medication:** Any prescription medication required to be taken by a Participant during the Camp, or other medical needs of a Participant, must be notified on the application form, and advised to the Camp Leader on arrival at the Camp. Prescription medication to be taken by Under 15 Participants must be administered by their Attending Guardian. Prescription medication to be taken by Under 18 Participants (excluding Under 15 Participants) will be administered by the Camp Leader or Camp Mother, unless otherwise agreed by the Camp Leader.

5.4 **Urgent care:** HFNZ will ensure that an adequate number of Camp Staff, or Attending Guardians, attending the Camp hold a current New Zealand First Aid certificate or similar qualification. If a Participant requires medical attention beyond the qualifications/capabilities available, local medical services will be contacted immediately and the emergency contact listed in the application form will be contacted. The Participant is responsible for all charges that result from visiting a medical facility, or for a visiting medical practitioner, or if required to be paid by HFNZ, then to reimburse HFNZ for those costs on request. HFNZ is not responsible for the type or quality of the medical services a Participant may receive.

5.5 **Medical:** If reasonably required for the provision of medical care, the Participant authorises HFNZ (and the Camp Staff) to take all such steps as may be necessary for the proper treatment and care of the Participant (as advised by a duly qualified and registered medical practitioner), including contacting the Participants emergency contact listed in the application form.

6. CAMP RULES AND SAFETY

6.1 **Camp rules and policies:** Each Participant must comply with the Policies and all other applicable rules, policies and instructions given by HFNZ or the Camp Staff to the Participant (**Camp Rules**). The Participant agrees that HFNZ may vary the Camp Rules from time to time, by either displaying the varied Camp Rules on the HFNZ website, or providing a copy of the varied Camp Rules to the Participant before they become effective (including by email).

6.2 **Suspension and exclusion:** HFNZ reserves the right to suspend a Participant's participation in the Camp for a period that HFNZ determines, or to exclude the Participant permanently from the Camp, in HFNZ's sole discretion. The grounds for suspension or exclusion include, but are not limited to:

(a) where the Participant is posing an immediate or potential risk to their own physical, medical or mental safety, or the physical, medical or mental health and safety of any other Participant, Guardian, Camp Staff or animal;

(b) where the Participant has not complied with any requirement in these Camp Terms, Policies (as defined in clause 7.1(b)), or the Camp Rules; or

(c) where the Participant carries out or is involved in any act or omission that is objectionable or unacceptable conduct in relation to any other person or animal.

6.3 **Effect of suspension:** On suspension, the Participant must immediately cease participation in any Camp activity, and must return to their accommodation for the duration of their suspension. If no accommodation is provided by HFNZ, then the Participant must leave the site of the Camp for the duration of the suspension and may not return without the prior written approval of HFNZ.

6.4 **Effect of exclusion:** On exclusion, the Participant must immediately pack up all of their belongings and leave the Camp. HFNZ is not responsible nor liable for any costs associated with such a decision, no refund will be provided, no Collection Service will be provided and no travel subsidy will be paid.

7. HEALTH AND SAFETY

7.1 **Policies:** Participants agree to comply with:

(a) the Health and Safety at Work Act 2015 (**HSWA**);

(b) HFNZ's:

(i) Health & Safety Policy,

(ii) Health, Safety and Camp Rules and

(iii) Code of Conduct

each available on HFNZ's website (**Policies**); and

(c) all reasonable instructions issued by HFNZ or the Camp Staff.

7.2 **Acceptance of Risk:** The Participant agrees that the Camp involves a variety of activities, and involves working with animals, which involves inherent risks. Without limiting HFNZ's responsibilities under HSWA, by participating, the Participant accepts and assumes liability in respect of such inherent risks.

7.3 **Liability:** HFNZ does not accept any liability for injury, death, or damage arising from the activities contemplated by or undertaken at the Camp, except as required by HSWA or other applicable law which cannot be excluded.

7.4 **Variation:** The Participant agrees that HFNZ may vary the Policies from time to time, by either displaying the varied Policies on the HFNZ website, or providing a copy of the varied Policies to the Participant before they become effective (including by email).

8. PAYMENT

8.1 **Price:** The price payable for the Camp is as set out in the application form (**Camp Fees**). Camp Fees may vary depending on whether a Participant is a member of HFNZ or not. Attending Guardians do not pay Camp Fees. Additional costs may apply as set out in these Camp Terms.

8.2 **Invoice:** On acceptance to the Camp by HFNZ, an invoice for the Camp Fees will be provided to the Participant. HFNZ may issue other invoices as costs or expenses become payable by the Participant pursuant to these Camp Terms.

8.3 **GST:** All amounts payable by the Participant pursuant to these Camp Terms include GST, unless otherwise stated.

8.4 **Payment:** Camp Fees must be paid in full when the Participant's application form is submitted. The Participant's application to attend the Camp is not confirmed until the Camp Fees have been paid in full.

9. LIABILITY

9.1 **Damage by Participant:** The Participant agrees to reimburse HFNZ or any third party for any costs, expenses, liability or damage to equipment, animals, vehicles or other property caused or contributed to by the Participant while at the Camp, whether by act or omission.

9.2 **Loss of Participant property:** Except as required by applicable law, HFNZ is not liable to a Participant for any loss of, or damage to, any of their property or belongings which occurs at the Camp. The Participant must take care of their own property and belongings at the Camp. Valuables should not be brought to the Camp, as security cannot be guaranteed. Insurance is the Participants responsibility, but is not required by HFNZ.

10. PRIVACY AND MARKETING

10.1 **Privacy:** The Participant agrees to HFNZ's privacy policy available on the HFNZ website (**Privacy Policy**). In addition to the rights set out in the Privacy Policy, the Participant agrees that HFNZ may collect, store, use and disclose the Participant's and Guardian's personal information for its reasonable purposes related to the Camp. The Participant and the Guardian have rights under the Privacy Act 2020 to access any personal information that HFNZ stores and to request the correction of such personal information.

10.2 **Medical information disclosure:** If reasonably required for the provision of medical care, the Participant authorises HFNZ (and the Camp Staff) to disclose the Participant's personal information as may be necessary for the proper treatment and care of the Participant.

10.3 **Photos and video:** Each Participant and Attending Guardian gives irrevocable permission to HFNZ to take photographs and videos at the Camp, including of the Participant and Attending Guardian. HFNZ may use any such photograph or video for its member updates, marketing, promotional, advertising and training purposes, and any other purpose permitted by HFNZ's Privacy Policy. Photography and videos must not be taken by Participants or Attending

Guardians, nor shared on social media. If a Participant or Attending Guardian does not agree to give such permission, they must not submit an application to attend the Camp.

11. GENERAL

11.1 **Complaints:** Any complaints or concerns relating to the Camp during its operation should be directed to the Camp Leader, or if the complaint or concern relates to the Camp Leader , or the complaint or concern relates to the period before or after the Camp, the CEO of HFNZ (Cherilyn Watson, who can be contact at cherilyn.watson@nzhfa.org.nz).

11.2 **Variations:** HFNZ may update and replace these Camp Terms from time to time, by displaying the updated Camp Terms on the HFNZ website. If a variation materially affects the rights of a Participant, then HFNZ must notify the Participant in writing of such variation. If the Participant does not accept the updated or replaced Camp Terms, then they may cancel their Camp booking for a full refund by notifying HFNZ in writing within 5 days after such notice is provided. Additional variations may be made by agreement in writing between the Participant and HFNZ. Variations to the Camp Rules and Policies are permitted under clauses 6.1 and 7.4.