

Extreme Conditions Policy

This Training Contract (the "Contract") states the terms and conditions that govern the contractual agreement between TreeholeHK Limited having its principal place of business at 4/F Chinachem Johnston Plaza, 178 Johnston Road, Wan Chai (the "Trainer"), the client (the "Client") who agrees to be bound by this Contract.

CANCELLING OR RESCHEDULING UNDER EXTREME CONDITIONS. For this Agreement, "Extreme Conditions" are defined as events or circumstances beyond the control of the parties that make it impossible or impractical to perform the obligations under this Agreement.

Such conditions include, but are not limited to,

- 1) Extreme weather conditions (Typhoon signal 1, signal 3 or above, or amber rainstorm signal or above),
- 2) Natural disasters (e.g., earthquakes, floods, hurricanes), acts of war or terrorism, pandemics, government-imposed restrictions or shutdowns, and
- 3) Significant health emergencies.

General Weather Policy

a. In the event of extreme weather conditions that may compromise safety or significantly impact the quality of the event, Trainer reserves the right to reschedule the event.

b. Trainer will monitor weather conditions and make decisions based on safety and event quality.

c. Light rain or mild weather conditions may not be cause for rescheduling.

d. In case of severe weather (e.g., thunderstorms, high winds, extreme temperatures), trainer may offer modified activities or indoor alternatives subject to availability.

T1/T3/Amber Rainstorm/ Thunderstorm Warning

(Should any plan changing launched, the Trainer and the client side **must be verbally notified no later than 48 hours before the event date**)

A) Re-schedule

Handling Fee: All variation costs due to rescheduling (including but not limited to the rescheduled fee of Venue, labour cost, and logistic cost needs to be settled by the client.)

- Re-scheduling due to weather conditions implies the Client agrees to reschedule within 3 months of the original date, subject to mutual agreement between the Trainer and the Client.

B) Change of Venue without date change (At least 5 days before the event date)

- The trainer could support an alternative indoor venue to replace the original event venue as a Rain Plan. (Subject to availability)
- The client-side has to confirm whether they would take the alternative proposed by the Trainer or not no later than 5 days before the original event date.

Handling Fee: 30% of the total order amount

C) Cancellation

All fees are non-refundable.

T8/T9/T10/Red Rainstorm/Black Rainstorm Warning

(Should any plan changing launched, the Trainer and the client side **must be verbally notified no later than 24 hours before the event date**)

A) Mandatory Rescheduling

The trainer reserves the right to reschedule the event.

- B) Re-scheduling due to weather conditions implies the Client agrees to reschedule within 3 months of the original date, subject to mutual agreement between the Trainer and the Client.

Handling Fee: Free Re-schedule

C) Cancellation

All fees are non-refundable.

In all the above circumstances, our company reserves the right to make the final decision in any weather condition.