# **TERMS AND CONDITIONS**

#### 1. Definitions

"Company": Iberico Golf, provider of group golf travel packages.

"Client": The individual or entity making the booking, including all participants listed.

"Services": All travel, accommodation, golf, and related arrangements.

"Website": The Company's official website through which bookings are made.

# 2. Booking Procedure and Contract Formation

Bookings are confirmed only upon receipt of the required deposit or full payment. By booking with the Company, the Client is deemed to have agreed to these terms and conditions which constitutes the agreement between the Client and the Company. The Client's booking will only be accepted and confirmed on the basis that the Client has accepted these terms and conditions on behalf of all travellers in its party.

# 3. Authority to Book for Others

The Client who acts as lead traveller is responsible for informing all group members of these terms and conditions and ensuring their compliance.

### 4. Payments and Invoicing

A non-refundable deposit of 25% is required at booking; the balance is due 60 days before departure. Late bookings within 90 days of departure require full payment at booking. Accepted payment methods are debit cards, credit cards and bank transfers. Failure to pay on time may result in cancellation and forfeiture of payments made. Automatic invoice reminders will be sent by email to the Client on the booking at 30 days, 7 days and 1 day before the balance payment is due. Then, automatic overdue reminders will be sent by email to the lead traveller after 3 days overdue. The Company reserves the right to charge a late payment fee of 100 euros per booking after 3 days that an invoice is overdue. Products and services provided by us are in most cases pre-paid in advance and are non-refundable.

The Company reserves the right to cancel a booking at any time once the balance payment becomes 7 days overdue, with no refunds, exchanges or credits. All booked services will be forfeited upon cancellation. If the Company cancels a booking and the services are able to be reinstated in full after the late payment fee is made, an additional reinstatement fee of 200 euros will apply per person, plus any price differences or fees from suppliers or service providers. Reinstated bookings are subject to availability at the time they are being

reinstated. Should a booking be cancelled due to a late payment and the Client tries to reinstate it when there is no availability there are no refunds, exchanges or credits on any payments made.

It is the Client's responsibility to ensure payment deadlines are met and must not rely solely on the automatic invoice reminders. The Company advises making a calendar entry after booking with the balance payment due date to avoid incurring late payment fees and subsequent cancellations.

### 5. Pricing and Booking fee

Prices are fixed at contract unless changes are necessitated by government action, currency fluctuations, or other factors outside the Company's control.

All Government taxes are included in the final sale price and are calculated at the time of booking, unless specified. If there are changes to a Government tax rate, the changes will be reflected upon any unpaid invoices. In this instance, a change will not be applied to invoices already paid in full.

If the rate of the Client's currency against the euro has increased by more than five percent, the changes will be reflected upon any unpaid invoices. In this instance, a change will not be applied to invoices already paid in full.

Any price increase as a consequence of government action, currency fluctuations, or other factors outside the Company's control will be communicated in writing; Clients may cancel for a full refund if the increase exceeds ten percent of the total price.

Prices listed within our website and brochures are subject to change at any time. If a price reduces or is discounted, this reduced rate is not applied to existing bookings. If a booking is cancelled in an attempt to re-book or re-instate at a reduced rate, full cancellation applies. The Company does not charge the Client any booking fee.

#### 6. Cancellation by the Client

If the Client has to cancel the booking or part of the booking, full cancellation applies as per these terms. A cancellation will only be effective when received from the Client in writing via email.

The following cancellation charges apply:

More than 60 days before departure: 25% for late bookings or loss of deposit 60-30 days before departure: 50% of total tour cost charged (50% refund) Less than 30 days: 100% of total tour cost charged (no refund)

Once cancelled there may not be any recourse. If specific services go unused, there are no refunds, exchanges or credits. Travel services and event tickets are strictly non-transferrable.

# 7. Cancellation by the Company

The Company reserves the right to cancel for reasons including insufficient bookings, force majeure, or safety concerns; in such cases, a full refund is provided.

If the minimum number of twelve golfers in the tour is not met, the tour may be cancelled. In this instance a full refund will be provided, or the Client will have the option to change to the same tour in another week, providing there is availability. If transferring to another tour of a higher value, the Client will be required to pay the difference between the tours. If transferring to another tour of a lesser value, the Company will provide a refund for the difference between the tours. The Company cannot be held liable for losses, incidentals or expenses in relation to a cancelled tour if the minimum number of 12 is not met. For this reason, the Company recommends purchasing a travel insurance policy when booking. If any services or tickets within the tour are cancelled prior or during a trip due to terrorism, natural disasters, pandemics, political instability or other external events outside of our control, there are no refunds, exchanges or credits.

Any other arrangements entered into for partial refunds, credits or otherwise will be at the discretion of the Company.

# 8. Changes by the Client

Changes to already confirmed and invoiced bookings will only be accepted on a case by case basis subject to the Company's discretion. Requests for changes must be made in writing. The Company will attempt to accommodate changes but cannot guarantee availability. Administrative fees and any additional costs incurred will be charged to the Client.

#### 9. Changes by the Company

The Company reserves the right to make changes to itineraries, accommodations, or golf courses due to circumstances beyond its control. Clients will be notified as soon as possible; material changes entitle the Client to accept the change, an alternative, or a refund.

### 10. Travel Insurance

Travel insurance is highly recommended for all Clients. The Company strongly suggests that the Client purchases a travel insurance policy at the time of booking to cover the period from the booking date to the date the Client returns back home. The Company strongly recommends the policy covers cancellation, curtailment, personal liability, loss of luggage and personal effects and medical emergencies.

#### 11. Passports, Visas and Health Requirements

Clients are responsible for ensuring they have valid passports, and if necessary visas and health certificates. The Company provides general guidance but is not liable for denied entry or travel disruptions due to documentation issues.

#### 12. Tee times

Tee times are as described in the itinerary but they are subject to local (weather) conditions.

# 13. Client Behaviour and Group Conduct

Clients must comply with local laws, regulations, and the reasonable instructions of Company staff or suppliers. The Company reserves the right to terminate participation without refund in cases of unruly, illegal, or unsafe behaviour.

The Company does not bear any responsibility for Client behaviour, dress code, or code of conduct at golf clubs, events or venues at any time.

# 14. Baggage and Equipment

Clients are responsible for their own baggage and golf equipment. The Company is not liable for loss, theft, or damage unless due to its negligence.

#### 15. Prizes

During the tour prizes will be given to golfers. Prizes won by golfers are strictly non-transferable.

# 16. Limitation of Liability

The Company contracts with a network of suppliers, service providers, event organisations and individuals to assist in the fulfilment of the tour and the Company acts as an agent for these third parties. The Company is not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which the Client may suffer (directly
  or indirectly) in connection with or arising out of the Client's participation in the tour,
  or any breach of these booking and travelling terms and conditions, is excluded;
- the Client releases us and our officers, employees, agents and representatives from any liability and expressly waive any claims the Client may have against us arising out of or in connection with the Client's participation in the tour; and
- any condition or warranty which would otherwise be implied by law into these booking and travelling terms and conditions, is excluded.

Any claim by the Client is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

### 17. Force Majeure

The Company is not liable for failure to perform due to circumstances beyond its control, including but not limited to natural disasters, war, strikes, or pandemics.

### 18. Complaints Procedure

Complaints must be reported to the Company or its representative as soon as possible to allow prompt resolution. Unresolved issues must be submitted in writing within 10 days of return.

### 19. Data Protection and Privacy

The Company collects and processes personal data in accordance with the data protection laws. Details are set out in the Company's Privacy Policy.

Hotels in Spain are legally required to register passport information upon arrival as part of a national security measure. While hotels cannot keep passports, they will need to see it to record the details.like passport number, issue and expiry dates, full name, date of birth, and home address. Hotels must submit this information to their Ministry of Interior.

#### 20. Other applicable Terms and Conditions

These terms and conditions apply in addition to specific event ticketing, hospitality, supplier, service provider and venue entry terms and conditions. These will be made available on request. The Company will not provide any refunds, exchanges or credits if the Client breaches the terms and conditions of an event, venue or service provider and is ejected, refused entry or has a ticket cancelled.

### 21. Severability

In the event that any term or condition contained in these terms and conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then, such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary, to allow all remaining terms and conditions to survive and continue as binding.

#### 22. Applicable Law

The laws of the Netherlands govern these terms and conditions to the fullest extent allowable. Any disputes in connection with the tour or these terms and conditions must be initiated in the courts of the Netherlands.

#### 23. Miscellaneous

The Company reserves the right to update these terms and conditions at any time. The latest version is available on the Website and applies to all bookings.