

## **TERMS AND CONDITIONS OF LEVANTE GOLF**

### **1. INTRODUCTION**

This document establishes the conditions governing the contracting of services on the website [www.levantegolf.com](http://www.levantegolf.com).

Please read these conditions, our Cookie Policy and our Privacy Policy carefully before using this website. By using this website and contracting the service, you agree to be bound by these General Terms and Conditions and our Privacy Policy, so if you do not agree with everything in them, you should not use this website. If you have any questions, you can contact us through our email [info@levantegolf.com](mailto:info@levantegolf.com).

The information contained in the brochure or quotation is binding. In any case, it can be modified by the company if necessary. If this is the case, the company will communicate to the client in a clear way the changes in the information prior to the contract and in accordance with clause 18.

### **2. CONTACT INFORMATION**

You can see all our contact details in our Legal Notice.

### **3. YOUR DATA AND YOUR VISITS ON THIS WEBSITE**

The personal data you provide will be treated in accordance with the provisions of the Privacy Policy. By using this website you consent to the processing of such information and data and, in turn, declare that all information or data you provide is true and corresponds to reality.

### **4. USE OF OUR WEBSITE**

By using this website and making reservations through it, you agree to:

1. Use this website only for legally valid enquiries or reservations.
2. Do not make any false or fraudulent reservations. If a reservation of this kind can reasonably be considered to have been made, we will be authorised to cancel it and inform the relevant authorities.
3. Provide us with all necessary contact information truthfully and accurately. You also agree that we may use such information to contact you if necessary. If you do not provide us with all the information we need, we will not be able to make your reservation. By making a reservation through this website you declare that you are over 18 years of age and have the legal capacity to enter into contracts.

### **5. HOW TO MAKE A RESERVATION**

To contract a service and/or package, you must follow the online purchase procedure, first choosing the service and/or package that may be of interest, filling in all the data that are mandatory during the procedure and finally confirming the purchase. You will then receive an email confirming your purchase.

The company will not be responsible for errors in the reservations attributable to the client or caused by circumstances of force majeure, unavoidable and extraordinary.

You can make two different types of reservations:

1. The reservation of a service, only, of accommodation in a hotel that has a golf course. When arranging this type of reservation, we will act as an intermediary between the hotel and our clients, therefore your contract will be with the hotel.

2. The reservation of a package, which includes the reservation of accommodation that has a golf course, as well as other types of service reservations. When contracting these reservations, we will act as the organizer and therefore your contract will be with us.

## **6. TECHNICAL MEANS FOR CORRECTION OF ERRORS**

If you detect an error when entering your personal data during your registration as a user of this website, you can modify it by contacting the e-mail address [info@levantegolf.com](mailto:info@levantegolf.com), as well as exercise your right to rectify it in accordance with our Privacy Policy.

This website displays confirmation windows in various sections of the purchase process that do not allow you to proceed with the order if the data in these sections has not been correctly provided. Likewise, the website offers details of all the services you have added to your basket during the purchase process, so that, before making the payment, you can modify the details of your order. If you detect an error in your order after the completion of the payment process, you must immediately contact the email indicated above, to correct the error.

## **7. PRICE AND METHOD OF PAYMENT**

The total price of the service and/or package includes those concepts specified in the budget. The client will pay the total price in consideration of the services contracted by the company. The total price is expressed in euros and includes the applicable VAT.

If the customer wishes to pay the contract price in a currency other than the Euro, they must notify the Company in advance of any payment date, and the customer will be responsible for any currency fluctuations or bank charges resulting from his payment in a currency other than the Euro. The customer will be responsible for any additional costs incurred by the company due to a change in the current VAT rate.

The Company may also require the Client to pay a deposit to secure the booking and, if such a deposit applies, the Company will notify the Client of the details at the time of booking. Deposit payments are non-refundable, except in cases of cancellation of the service and/or package due to force majeure as explained in clause 10 of these Terms and Conditions and will be treated as part of the total contract price.

Unless otherwise agreed in writing, the company will charge a management fee of 25% (including applicable VAT) for all services provided to the client. The total price of the contract includes such management fee, whether or not certain services are specified in the quotation, and will include, inter alia, reservations for activities, restaurants and any other services introduced or organised by the company at the request of the Client. For the avoidance of doubt, if additional services to those agreed in the quotation are provided, whether or not they are agreed in advance of the event, or are provided at the request of the Client during the event, then those additional services will also be subject to the company's management fee of 25%.

The form of payment for the reservations will be selected during the purchase process and the payment will be made at the end of the purchase process and will be an indispensable condition for the formalization of the reservation. Payment will be made by any of the following means:

1. Bank transfer - If you choose to pay by bank transfer at the end of the purchase process, the account number to which the transfer should be made will be specified, as well as a reservation number to be specified at the time of making the transfer. Once the payment has been confirmed, your order will be confirmed.

In all cases, STECON SPORTS S. L. will be responsible for the transactions made on our website.

Subject to any payment plan agreed in the quotation, the full contract price shall be paid to the Company in full (without deduction or compensation) no later than 13 weeks before the start of the event or any other date confirmed by the Company in the quotation.

Any material change requested by the client in the contracted services and/or in the event identified in the contract may lead to an increase in the total price of the contract. Following such a request, the Company will, where possible, agree any change in the contract price with the customer, although the customer accepts that when such a request is received near or during the event, it may not be possible to agree such a change in the contract price. Any increase in the contract price will be invoiced by the company as soon as reasonably possible and payment must be made within 7 days of receipt of the invoice.

If there is any variation in the exchange rates on the price of transport, accommodation or any of the services included in the budget, in the cost of fuel, the variation in the exchange rates of currency applied to the organized trip or the variation in the rates and taxes applicable on the date of preparation of the service and/or package or on the dates of its completion, may result in the revision of the total price of the service and/or package upwards or downwards. These modifications will be notified to the Client, in writing or by any means that allows us to have a record of the communication made, being able the Client, when the modification made in the total price is more than 8%, to desist of the service and/or package, without any penalty, or to accept the modification of the contracted services. In the event that the Client demands a reduction in price, the company may deduct the administrative and management costs from the price of the Client's refund. If the Client does not inform the company of his decision within 10 days, the contract will be considered terminated.

If the Client does not make the payment in accordance with the time limit established in the previous paragraph, the Company reserves the right to cancel and reassign all the reservations that are recorded in the name of said Client, the reservation contracts or other related contracts concluded by the Company for the provision of the services contracted for the Client and without any responsibility on the part of the agency.

Without prejudice to any other right or remedy that the Company may have, if the Client does not pay the full price to the Company in accordance with the payment dates set out above or in the quotation, the Company may

1. To charge interest on this sum from the due date of payment, in accordance with Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions.
2. Suspend all services until payment has been made in full (including any interest that may be due).

In general, any other service not expressly included in these Terms and Conditions or not specifically detailed in the quotation, program or offer is excluded from the total contract price and the company will not be responsible for the execution or deficient execution of the same.

## **8. VALUE ADDED TAX AND INVOICING**

In accordance with the provisions of Law 28/2014 of 27 November and Royal Decree 1073/2014 of 19 December on Value Added Tax, the provision of the service will be understood to be located in Spanish territory for the application of VAT, if the user's

domicile is in Spanish territory and/or in EU territory, except in the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be the one legally in force at any given time depending on the specific article in question. In orders destined for the Canary Islands, Ceuta and Melilla, the services will be exempt from VAT by application of the provisions of Article 21 of Law 37/1992, without prejudice to the application of the corresponding taxes and rates according to the regulations in force in each of these territories.

## **9. RESPONSIBILITIES**

Unless expressly stated otherwise, the limit of the Company's compensation for damages resulting from the failure or poor performance of the services included in the service and/or package and in relation to any service purchased on our website, is strictly limited to the price of that service.

The Company will respond to the Client, according to the obligations that correspond to it, that is to say, according to the reservation of a service or a package.

In the case of having reserved a service, and as the Company is a mere intermediary between the service provider and the Client, the Company will be exempt from any responsibility for the poor execution or lack of execution of the contracted service. Without prejudice to the Company's right to claim from the service providers to whom it is attributable the non-performance or defective performance of the contract, for the expenses incurred in assisting the Client.

Without prejudice to the above, the Client understands that, in the case of service reservations, the provider of such services is responsible for the correct execution of the same and, in no case, the Company.

In the case of having reserved a package, the company will be exempt from any responsibility for the poor execution or lack of execution of the contracted service. In any case, and in compliance with the provisions of the Law for the Defence of Consumers and Users, the Company is obliged to respond to the client, jointly and severally with the service provider, in the event of a poor execution or lack of execution of the services included in the contracted package, without prejudice to the Company's right to claim from the providers to whom the breach or defective execution of the contract is attributable, for the expenses incurred in helping the Client.

In any case, the responsibility of the Company will cease when any of the following circumstances occur:

1. That the defects observed in the execution of the contract are attributable to the Client.
2. That such defects are attributable to a third party who is not involved in providing the services provided for in the contract and are of an unforeseeable or insurmountable nature.
3. That the defects referred to are due to force majeure, as well as unavoidable and extraordinary circumstances in accordance with the provisions of paragraph 5 of clause 14 of these Terms and Conditions.

In any event, the Company may charge a reasonable fee for such assistance if the difficulty arose intentionally or through the negligence of the Client. Such surcharge may not exceed the actual costs incurred by the organizer or the retailer.

## **10. THE OBLIGATIONS OF THE COMPANY**

The Company will make every effort to provide the contracted services correctly and in accordance with the provisions of the quotation and these Terms and Conditions, provided that the Client acknowledges that the agreed service and/or package may not be available, may be subject to cancellation or may be changed for reasons beyond the Company's control. In these circumstances, the Company:

1. Shall make every effort to ensure the proper performance of the services contracted for.
2. Refund any money paid by the Client for the conclusion of this contract, discounting the costs and expenses of the Company.

In the event that the service and/or package is cancelled before the agreed date of departure for reasons not attributable to the passenger, the passenger shall be entitled to a refund of all sums paid under the contract or to have the Company propose an alternative solution of equivalent quality (provided that the Company is able to do so).

The Company may cancel the contract and reimburse the Client for all payments made by him, without the need for compensation when:

1. The number of people registered for the service and/or package is less than the required and this is communicated in writing to the Client before the deadline set for this purpose in the contract, which will be 20 calendar days before the start of the service and/or package for those of more than 6 days duration; 7 calendar days before for service and/or package of between 2 and 6 days duration and 48 hours before for service and/or package of less than 2 days duration.
2. The Company is unable to execute the contract due to force majeure and/or unavoidable and extraordinary circumstances and the Client is notified of the cancellation before the start of the service and/or package. All in accordance with the provisions of paragraph 5 of clause 14 of these Terms and Conditions.

Any impossibility of providing the services or alteration of elements of the same (including the price) made known by the Company to the Client before the contract is concluded, cannot justify a request for compensation to the Company for breach of contract that has not yet been completed, with this modification of the program, brochure or estimate being part of the natural process of negotiating the contract.

## **11. THE CLIENT'S OBLIGATIONS**

1. The Client will cooperate (and will seek the cooperation of each member of the group) with the Company on all matters relating to the service and/or package and the Client acknowledges that all events may be subject to availability.
2. If the performance of the Company's obligations under the contract is prevented or delayed by any act or omission of the Client or any member of the group, its agents or employees, the firm shall not be liable for any costs, charges or losses suffered or incurred by the Client or any member of the group arising directly or indirectly from such prevention or delay.
3. The Client shall be responsible for paying to the Company, upon request, all reasonable costs, charges or losses suffered or incurred by the Company (including, without limitation, any direct, indirect or consequential loss, loss of profit and loss of reputation, loss or damage to property and those resulting from injury or death to any person and loss of opportunity to provide the services elsewhere) arising directly or indirectly from fraud, negligence, breach or delay in performance of any of the obligations of the contract by the Client or any

member of the group, subject to the Company's written confirmation of such costs, charges or losses to the Client.

4. It is the sole responsibility of the Client to ensure that they have insurance coverage appropriate to the particular needs of the Client and each member of the group. The Company does not check insurance policies.
5. The Client will be responsible for submitting a handicap certificate if the golf course requires it. The Company cannot be held responsible in any way if the golf course requests a handicap certificate and the Client or any member of the group cannot present it.
6. The Client may inform the Company of any obstacle or defect that prevents him/herself or any member of the group from enjoying the services/packages contracted if required by the golf course.
7. International rules of golf etiquette and the appropriate dress code must be observed at all times. If, in the opinion of the Company or any other person in authority, the Client or any member of the group behaves in a manner that causes or is likely to cause danger, inconvenience or distress to any person or damage to property, the Company or supplier concerned is entitled, without notice, to terminate the event of the person or persons concerned. In this situation, the Client shall reimburse the Company for any loss, damage, costs, expenses or other liabilities incurred by the Company in connection with or arising from the same, and the person(s) concerned shall leave the hotel or other service. Neither the Company nor any third party has any liability to such person(s), including return travel arrangements. No refunds will be made, and the Company will not pay any expenses or costs incurred as a result of the termination.
8. Appropriate clothing and footwear should be worn at all times on the golf course and in the clubhouse. The Company will not accept any responsibility for any decision of the hotel or the golf course if the Client or any member of the group is unable to play or dine due to inappropriate attire.
9. The Client is responsible for ensuring that he and each member of the group have the appropriate travel documents. The Company cannot accept any responsibility if the Client or any member of the group is refused entry to any transport or country due to the Client or the member of the group not carrying the correct documentation.
10. It is the Client's responsibility to alert the Company to any reasonable special requests or medical problems at the time of booking a service and/or package and the Company will process this data in accordance with its Privacy Policy. Although the Company will endeavor (but is not obliged) to comply with special requests, it cannot guarantee that any such request will be complied with. Failure to comply with any special request will not be accepted by the Company under any circumstances as a breach of its contractual obligations.
11. If the Client, during the performance of the service and/or package, finds that there is a defect or that there is a failure to provide a service or that there is a poor performance of the service, he must notify the Company as soon as possible (maximum 24 hours) in writing or by any other means that provides a reliable record of the communication so that the Company, in conjunction with the service provider in question, can seek an appropriate solution to the failure or

defect. If the Client continues the journey with the given solutions, it will be considered that they tacitly accept these proposals and will not be entitled to any compensation for these modifications.

## **12. GROUP BOOKINGS**

When your booking forms part of a group booking, the lead name (or professional who is leading the teaching week) will be the person in charge of taking decisions for the group. By accepting these terms & conditions you accept that the lead name (or professional leading the teaching week) has the final say on all group decisions with regards to any changes, postponements or cancellations made to the group booking as a whole.

If the Client, lead name or professional leading the golf week wishes to postpone the Event to a later date to that agreed in the Quotation, then the Company reserves the right to charge an administrative fee which, in no case shall exceed 50% of the Contract Price.

In addition, in the event that the Company incurs any additional handling charges (not included in the Contract Price) as a result of the postponement of the Event to a later date, the Company shall have the right to charge the Client for the full amount of the additional costs arising from the modification of the Event.

These administrative and additional charges are in addition to the Contract Price and will be invoiced by the Company as soon as reasonably possible and will be paid by the Client within 7 days of receipt of the invoice.

## **13. CANCELLATION BY THE CLIENT**

If the Client wishes to cancel the event, they must notify the Company's contact email address at [info@levantegolf.com](mailto:info@levantegolf.com) in writing.

1. If the Client cancels the event prior to the start of the event, they must pay a penalty to the Company depending on the time of the cancellation:
  - 1.1 More than 90 days before the date of the event, the Company will not charge the Client the price of the contract and any amount paid in advance (not including any deposit) will be returned to the Client;
  - 1.2 More than 45 days before the date of the event, the Company shall be entitled to retain 50% of the contract price (or if not paid, 50% of the contract price shall be immediately due and payable to the Company) and the Client shall reimburse the Company for costs and expenses incurred by the Company in excess of 50% of the contract price; or
  - 1.3 Less than 45 days before the date of the event, then, unless otherwise agreed in writing with the Company, the Client will be responsible for paying the Company the contract price in full and it will be immediately due and payable.

Where appropriate, in the event of withdrawal by the Client from the service and/or package, payments made will be refunded. Unless otherwise agreed by the parties, the refund will be made using the same means of payment used by the Client for the payment of the total price or in the deposit.

Once the service and/or package has begun, the Client may withdraw from the contract, but may not claim a refund of the amounts delivered and will continue to be obliged to pay those that are outstanding.

#### **14. LIMITATION OF LIABILITY**

1. Paragraphs 1 to 4 set out the total financial responsibility of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the client for:
  - 1.1 Any breach of contract;
  - 1.2 Any use the Client makes of the services;
  - 1.3 The Client's attendance and participation in the event; and
  - 1.4 Any representations, statements or tortious acts or omissions (including negligence) arising under or in connection with the contract
2. All warranties, conditions and other terms implied by law or custom are, to the extent permitted by law, excluded from the contract.
3. Nothing in these conditions limits or excludes the company's liability:
  - 3.1 For death or personal injury resulting from the Company's negligence; or
  - 3.2 For any damage or liability incurred by the client as a result of fraud or fraudulent misrepresentation by the Company.
4. Subject to clause 3:
  - 4.1 The Company will not be responsible:
    - 4.1.1 loss of earnings; or
    - 4.1.2 the loss of property; or
    - 4.1.3 loss of contract; or
    - 4.1.4 loss of use; or
    - 4.1.5 any loss, cost, damage, charge or special, indirect, consequential or purely economic expense.
  - 4.2 The Company's total liability in the contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or any other matter relating to the performance, or expected performance, of the contract shall be limited to the management fee that the Company has earned or is required to earn in connection with this contract and any proportion of the remaining contract price that the Company successfully recovers from any third party in connection with this contract.
5. If the event is cancelled, unavailable or modified for reasons beyond the Company's control, this being understood, by way of example and not limitation, to mean force majeure, abnormal and unforeseeable causes, including acts or omissions of any third party, the consequences of which could not have been avoided despite the Company having acted with the utmost diligence; the Client acknowledges and accepts that the Company will not have any liability of any nature whatsoever for losses (direct or consequential), damages, costs or expenses.
6. The Company shall not be liable for any death or personal injury, or for any loss or damage to the property of the Client or any member of the group, including, without limitation, those caused by a third party, except to the extent that they are caused by the Company's negligence.

#### **15. RESIGNATION**

Failure by us to require strict performance by you of any of your obligations under a contract or these terms and conditions or failure by us to exercise any rights or remedies which may be available to us under such contract or these Terms and Conditions shall

not operate to waive or limit such rights or remedies or relieve you from compliance with such obligations.

No waiver by us of any specific right or action shall be deemed a waiver of any other rights or actions arising under a contract or the Terms and Conditions. No waiver by us of any of these conditions or of any rights or actions under a contract will be effective unless it is expressly stated that it is a waiver and is formalized and communicated to you through the various means of contact you have provided.

#### **16. PARTIAL NULLITY**

If any of these conditions or any provision of a contract is declared null and void by a final decision of the competent authority, the remaining conditions shall remain in force and shall not be affected by such declaration of nullity.

#### **17. CONTRACT CANCELLATION**

In the event of non-payment, the obligations of STECON SPORTS S. L. will be suspended for a period of one month, after which, without the Company having paid the corresponding amount, and without any requirement or notification being required, the contract will be terminated, with such non-payment being established as an express and automatic condition within the period established in this contract.

Any other total or partial non-fulfilment of the legal or contractual obligations by the Client, including the lack of collaboration by the Client, will give STECON SPORTS S. L. the right to cancel the contract, which will be done without any other requirement than a communication to this effect, indicating the date from which the contract will cease to be in force. In any case, STECON SPORTS S. L. will be able to demand judicially the payment of the amount due together with all the expenses that are generated, including the lawyers' fees, although their intervention is not obligatory.

#### **18. OUR RIGHT TO MODIFY THESE CONDITIONS**

We reserve the right to modify these Terms and Conditions. We will keep you informed of substantial changes to them. These will not be retroactive and, with possible exceptions as appropriate, will apply after 10 days from the date of publication in the relevant notice. If you do not agree with the changes made, we recommend that you do not use our website.

#### **19. APPLICABLE LAW AND JURISDICTION**

The use of our website and service contracts through it will be governed by Spanish law. These General Conditions are subject to and shall be governed by the laws of Spain, in particular

- Law 7/1998 of 13 April on General Contracting Conditions,
  - Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defence of Consumers and Users and other complementary laws,
  - Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC
  - Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce
- The parties submit themselves, for the resolution of conflicts and renouncing any other jurisdiction, to the Courts and Tribunals of the consumer's domicile.

## **20. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS**

Your comments and suggestions are welcome. Please send us such comments and suggestions, as well as any questions, complaints or claims through our contact form, phone or email indicated.

In addition, we have official complaint sheets available for consumers and users. Your complaints and claims to our customer service will be dealt with as soon as possible and in any case within a maximum period of one month. They will also be registered with an identification code which we will inform you of and which will enable you to follow up on them.

If you, as a consumer, consider that your rights have been violated, you can direct your complaints to [info@levantegolf.com](mailto:info@levantegolf.com) to request an extrajudicial resolution of conflicts. In this regard, if the purchase between you and us has been made online through our website, in accordance with EU Regulation 524/2013, we inform you that you have the right to request an out-of-court settlement of disputes with us. As for the consumption accessible through the address:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>.