

Definitions and Interpretation

These Booking Conditions set out our obligations to you and your commitments to us when you book arrangements with us and these together with the information contained in the booking confirmation letter forms the basis of our contract with you.

(i) "**we**" "**us**" and "**our**" are references to Marbella-vips.com sc

(ii) "**you**", "**your**" or "**party**" means all persons (or any of them including the Lead Customer) named on the booking (and persons added or substituted at a later date).

(iii) "**Arrangements**" means the activities, events, transport, accommodation, meals and other services of whatever description (or any of them), as applicable, booked through or arranged by us for you in accordance with our contract. In these Booking Conditions, references to "Arrangements" includes Arrangements which make up Day Events and Packages.

(iv) "**Day Event(s)**" means Arrangements which last for less than 24 hours and do not include overnight accommodation.

(v) "**Package(s)**" means Arrangements which constitute a "package" in accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992 being a pre-arranged combination of at least two out of (i) transport, (ii) accommodation and (iii) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package, where the Arrangements making up this combination are booked at the same time and at an inclusive price. A Day Event cannot be a "Package".

(vi) "**Lead Customer**" means the person who makes the booking on your behalf and who will be our point of contact (and any substitute for that person).

(vii) "**Force Majeure**" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control or the control of the supplier concerned.

(viii) "**in writing**" means by facsimile, email or letter.

1. Bookings

Once you have booked and paid the deposit or full payment as applicable (see clauses 2 and 3 below), we will confirm your booking by sending a confirmation letter at which point a binding contract between us will come into existence. Should we acknowledge your booking prior to sending a confirmation letter, such acknowledgement will be an indication that we are dealing with your booking and not a confirmation of it. By making your booking with us, you will be regarded as having had the opportunity to have read and understood our Booking Conditions and to have actually done so before a contract between us came into existence.

You accept that the Lead Customer has the authority to deal with us on your behalf. If for any reason there is a change in the Lead Customer, you should notify us in writing immediately. The Lead Customer is liable for payment of the amounts due and therefore is responsible for collecting all monies and making payments to us by the due date. The Lead Customer must be authorised to make the booking on the basis of these Booking Conditions by all persons on the booking and their parent or guardian for all party members who are under 18 when the booking is made. We can only accept bookings if the Lead Customer is a minimum of 18 years old.

Upon receipt of our confirmation letter together with all other documents we send you, please check them and contact us at once if any information appearing on the confirmation letter or any other document appears to be inaccurate or incomplete as it may not be possible to make changes later.

2. Payment of Amounts Due

You must pay a deposit of 100€ per person or 400€ per group, (whichever is the greater) at the time of booking. Our confirmation letter will indicate the total price of your Arrangements and the balance due. The balance must be paid no less than 28 days prior to the start of your Arrangements. If you are booking within 28 days of the start date, you must pay the full cost of your Arrangements when you book. Payments can be made using cash or making a Bank transfer, please note Bank transfers may take 7 working days to clear and a email copy of transfer details must be emailed to info@marbella-vips.com

Should the balance not be received by us in time, we will inform the Lead Customer that the payment is overdue. If you do not then pay us within 3 days we will be entitled to treat your booking as cancelled by you and retain your deposit. If we do not cancel straightaway because you have promised to make a payment, you must in addition pay the cancellation charges shown in clause 8 depending on the date we reasonably treat your booking as cancelled.

3. Special Requests

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing

from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation letter or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

Should any additional charge not included in the total price stated on our confirmation letter become payable (for example costs relating to a special request made by you), a revised letter will be sent to you showing the extra charge.

4. Pricing Policy

Prices quoted to you at the time of your enquiry are correct to the best of our knowledge at that time. It is possible that prices may change before you actually book the Arrangements. We will advise you of any change in the price or error of which we are aware at the earliest opportunity before you book with us. We reserve the right to make changes to and correct errors in prices at any time before your Arrangements are confirmed. Once your Arrangements have been confirmed to you by our confirmation letter then subject to other clauses in these Booking Conditions, the price will not change.

5. Website and Quote Descriptions

All website and quote descriptions are made in good faith and every care is taken to ensure their accuracy. However, errors may occasionally occur. We cannot accept any liability for any errors or omissions except where these have arisen due to our negligence or that of any of our employees (as long as they were acting in the course of their employment at the time). We reserve the right to make changes to and correct errors in our website and quotes at any time.

Please note: most daytime activities take place at outdoor activity centres, which by their nature are not usually located in city centres/urban areas. Breaks/events advertised and sold by us as taking place in or to any particular city/town may include activities in locations that we consider to be within a reasonable distance from your accommodation and/or that city/town. As a general guide we would consider a reasonable distance to be approximately 30 miles although this may be more for some exclusive activities.

6. Changes and Cancellations by us

Occasionally, we have to make changes to and correct errors in our website and/or documentation or other literature we produce both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor for example a change in the timing of your confirmed activity(ies); a change in the venue at which any activity you have booked is to take place (where the activity itself has not changed); a change of accommodation to accommodation of the same or higher standard within the same destination city. In extremely rare circumstances a significant change or cancellation may have to be made to a confirmed booking. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (i) Accept the changed Arrangements
- (ii) Purchase alternative Arrangements from us, of a similar standard to that originally booked if available
- (iii) Cancel or accept the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will as a minimum where compensation is due, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we have to cancel because the minimum number of persons required to operate the Arrangements you have booked has not been reached.

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

Very rarely, after your Arrangements have commenced we or our suppliers may be forced by Force Majeure to change or cancel part or all of your Arrangements. If this does happen then we regret that we will be unable to provide any refunds (unless we receive any from our suppliers) pay you any compensation or meet any losses or expenses you incur as a result. We will try to assist you to secure alternative arrangements but you will have to pay any associated and/or additional costs in doing so or arising out of any alternative arrangements.

No of days before departure a significant change or cancellation is notified to you	Compensation per person
More than 14 days	Nil
Less than 14 days	£10

Except as otherwise expressly set out in these Booking Conditions our liability for significant changes and cancellations is limited to the above mentioned options and compensation payments where applicable.

7. Weather Conditions

As you will appreciate, we have no control over the weather. The provision of favourable weather to allow you to take part in your chosen activities does not form part of our contractual obligations to you. There is always unfortunately the risk that you may be unable to take part in weather dependent activities due to poor weather. If this occurs, you will not be entitled to change or cancel your Arrangements without paying our normal charges. You will not be entitled to the options and/or compensation set out in clause 6. We will assist you to find alternative activities or Arrangements but please bear in mind that these may only be available at an additional charge to you.

8. Changes and Cancellations by you

If you wish to change your booking in any way we will try to comply with your requests but we cannot guarantee that changes can always be made. Where a change can be made, we will not charge an amendment fee however you will be charged for any extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

Where the price of your Arrangements depends on the number of people booked and extra people are added to the booking, the price will be reworked on the basis of the new number of people going and we will send you a new confirmation letter. You will be required to pay the increased price.

If you wish to cancel all or any part of your booking, you should advise us immediately by telephone followed by confirmation in writing. We will make a cancellation charge on the scale shown. Charges are based on the estimated expenses and losses we may incur should we be unable to withdraw from our obligations with our suppliers.

No of days before the date your Arrangements commence we are notified of cancellation	Amount you must pay
More than 28 days	Deposit
Less than 28 days	100% of the total cost of the Arrangements in question

Please note that the total cost of the Arrangements in the above scale does not include any insurance premiums paid to us or amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation. If your insurance policy covers the reason for your cancellation, you should be able to claim for a refund of your cancellation charges from the insurance company less any applicable excess.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and send you a new confirmation letter.

9. Force Majeure

Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by Force Majeure. Additionally we cannot accept liability or pay any compensation where you suffer any damage, injury, expense or loss of any description as a result of Force Majeure.

10. Our liability

Please note, clause 10(1) applies to bookings of Packages only; it does not apply to bookings of Day Events or of any other Arrangements which are not Packages. Clause 10(2) applies to bookings of Day Events and of any other Arrangements which are not Packages; it does not apply to bookings of Packages. Clauses 10(3) to 10(8) apply to all bookings.

(1) **Packages only.** We promise to make sure that the Arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted Arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted Arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). This acceptance of liability is subject to clauses 10(3) to 10(8) below.

(2) **Day Events and other Arrangements which do not constitute a Package only.** Our agreement with you and the service we provide for you is to source and book your confirmed Arrangements for you. We promise

to use all reasonable skill and care in selecting the supplier(s) who will provide your Arrangements. We have no responsibility for the provision of the actual Arrangements themselves or for the acts or omissions of the supplier(s) concerned or any of its employees, agents, suppliers or subcontractors. Please note it is your responsibility to show that all reasonable skill and care has not been used if you wish to make a claim against us. Please note: we do not exclude any liability for death or personal injury arising as a result of our negligence or that of our employees providing they were at the time acting within the course of their employment with us.

(3) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of any person(s) affected or any member(s) of your party; or
- the act(s) and/or omission(s) of a third party not connected with the provision of your Arrangements and which were unforeseeable or unavoidable; or
- Force Majeure

(4) Please note we cannot accept responsibility for any services which do not form part of your Arrangements. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you that we have not booked for you and any excursion you purchase whilst away. In addition, regardless of any wording used by us on our website, in any of our quotes or elsewhere, we only promise to use all reasonable skill and care as set out above and we do not have any greater or different liability to you.

(5) The promises we make to you about your Arrangements - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the Arrangements in question had been properly provided. If the particular Arrangements which gave rise to the claim or complaint complied with local laws and regulations applicable to those Arrangements at the time, the Arrangements will be treated as having been properly provided. This will be the case even if the Arrangements did not comply with the laws and regulations of the UK which would have applied had those Arrangements been provided in the UK.

(6) We limit the maximum amount we may have to pay you for any claims you may make against us. For all claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the value of your booking (excluding insurance premiums and amendment charges).

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) which did not result from any breach of our agreement with you or other fault by ourselves or our employees. Additionally we cannot accept liability for any business losses.

(8) Some of the activities and events we offer are by their nature inherently dangerous. By participating in these you assume the inherent risks involved. We cannot be responsible for any injury or loss suffered by you other than as expressly set out in these Booking Conditions. You must ensure you have personal travel insurance which covers such activities and events – see clause 11.

11. Insurance You are advised to take out adequate and appropriate personal insurance for your protection. Such insurance should cover the cost of cancellation by you and/or any member of your party and the cost of assistance, including repatriation to the UK, in the event of illness or accident. You must ensure that the policy you purchase is suitable for your confirmed Arrangements including any hazardous activities. Many policies do not cover such activities so you must check the small print before purchasing and if in doubt, check with the insurers that you will be covered. You must also ensure that your insurance covers participation in any hazardous activities which do not form part of your Arrangements.

12. Behaviour

(a). We or any person in authority can terminate your Arrangements if, in the reasonable opinion of ourselves or the person in authority, your behaviour or that of any member(s) in the booking is likely to cause distress, damage, danger or annoyance to other clients or members of the party, employees, suppliers, property or anyone else or if the person(s) concerned is or appears to be unfit to travel for whatever reason. In this situation, the person(s) concerned will not be able to complete their Arrangements and we will not be liable for any refund, compensation, expenses or any costs they have to pay or incur. We cannot accept liability for the behaviour of others in your accommodation or any persons taking part in any event or activity and/or present in the same environment which forms part of your Arrangements or if any facilities or services are removed or withdrawn as a result of their action.

(b). You understand and agree that when you book through us, you accept responsibility for the proper conduct of yourself and all other members of your party during your Arrangements. We, the accommodation provider and any other supplier reserve the right within our/their reasonable opinion to terminate the Arrangements in question of any member(s) of the party due to misconduct. Full payment for any damage or loss (reasonably

estimated if not precisely known) caused by you or any member of your party must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us or any of our suppliers and all costs incurred by us / the supplier (including our own, the supplier's and the other party's full legal costs) as a result of your actions. You must ensure you have appropriate travel insurance to protect you if this situation arises.

(c). You agree to ensure that all members of the party comply with all timetables of the events. Failure to keep to the timetables may result in either discontinuation of the event or cancellation of the said event. We will not be liable for any refund, compensation or any costs that may be incurred by you.

(d). You agree to ensure that all members of the party act at all times in a safe responsible manner and comply with all safety procedures, listen and be present at all safety and information briefings which are relevant to the Arrangements booked, make supervisors or any persons in authority immediately aware of any equipment or site deficiencies or concerns, dress suitably for any event as advised by our suppliers and observe and obey all laws, requests, conditions of use and other requirements of any supplier, including accommodation and entertainment venues.

(e). Many events and activities require a high level of concentration and the use of alcohol or drugs or being under the influence of alcohol or drugs whilst participating in such events is strictly forbidden. If you or any member of your party have, in the reasonable opinion of our suppliers, been using drink or drugs or fail to act in a safe responsible manner, they reserve the right to cancel your participation forthwith. In this event we will not be liable to pay you any refund, compensation or any costs / expenses incurred by you.

13. Health

Some of the events or activities you may book require a good level of fitness, strength and endurance. It is your responsibility to ensure that you have the appropriate level. Many events are not recommended for those with any disability, illness or infirmity. If you have an existing medical condition, allergies or disability which may affect your Arrangements you must let us know the details before you make your booking. If in our reasonable opinion, your chosen Arrangements are not suitable for you taking into account your medical condition or disability or you are not being accompanied by someone who can provide all the assistance you may reasonably require where it is reasonable for us to require this we can refuse to accept the booking. If we find out after you have made the booking that you have an existing medical condition or disability and you are not being accompanied by someone who can provide all the assistance you may reasonably require as referred to above and you have failed to give us this information at the time of booking, we reserve the right to cancel the booking and impose the cancellation charges as set out in clause 8 where in our reasonable opinion, the confirmed Arrangements are not suitable. Please note that some of the Arrangements we feature are inherently dangerous and by booking these Arrangements you accept the inherent risks.

14. Your Financial Protection

If you book a Package, your booking is financially protected by an insurance policy we have taken out. This policy will ensure any money you have paid us for an advance booking is refunded in the unlikely event that we cannot provide your confirmed Arrangements due to our insolvency

15. Complaints procedure

Should you be unhappy with any element of your Arrangements, you should notify the supplier of the Arrangements concerned immediately. If the problem still cannot be resolved, you should contact us as soon as possible at the time. If you continue to be dissatisfied on your return, you should write to us formally setting out your points within 14 days of returning from your Arrangements if your complaint or claim does not involve death or personal injury or illness or within 3 months of returning from your Arrangements if your complaint or claim involves death, personal injury or illness. As long as the above conditions have been observed, the matter will be investigated and a reply will be sent to you within four weeks of the receipt of the complaint. As it is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly, any compensation you may have been able to claim could be reduced or even lost altogether if you do not follow the complaints procedure set out in this clause. Any acceptance of liability by us is however subject to clause 10. In the unlikely event that you have to pay for an activity or for entrance to a venue booked through us where you had already paid us for this activity then you must collect a receipt and send it to us in order for us to reimburse those costs.

16. Terms and Conditions of Suppliers

Many of the services which make up your booking are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

17. Safety standards

Please note it is the requirements and standards of the country in which any services which make up your arrangements which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

18. Passports, visas and health requirements

A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your arrangements. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. Requirements may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country(ies) you are travelling through and to.

Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website www.dh.gov.uk and from most Post Offices. For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and the website www.dh.gov.uk). Health requirements and recommendations may change and you must check the up to date position in good time before departure.

It is the Lead Customer's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

19. Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.fco.gov.uk/knowbeforeyougo which you are recommended to consult before booking and in good time before departure.

20. Law and Jurisdiction

This Agreement and all matters arising out of it shall be construed and governed according to English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.