

BOOKING TERMS & CONDITIONS

Welcome to our GetVolley! site

Please read these Booking Conditions carefully as they explain several important things and set out our respective rights and obligations.

In these Booking Conditions references to "you" and "your" include the first named person on the reservation and all persons on whose behalf a reservation is made. The Site is owned and operated by GetVolley! Follow the Sun of Carrer Alaba 61, 08005, Barcelona, Spain ("we", "us", "our") and when you make a reservation, your booking is with us.

By making a reservation, the first named person on the reservation agrees on behalf of all persons detailed on the reservation that:

- He/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
- He/she accepts financial responsibility for payment of the reservation on behalf of all persons detailed on the reservation.

1. Making a reservation

To reserve a group activity with us, please follow the instructions on the Site and specifically sent by a tailored email. You will need to provide a 50% of the total amount in advance to secure your reservation.

Please check the details of your reservation are correct before you submit your reservation request. We will not be liable for any delay or non-performance of your reservation if you provide us with incorrect information.

Your reservation is confirmed and a binding contract will come into existence between you and us as soon as we have issued you with a confirmation with a valid confirmation number that will confirm the details of your reservation and will be sent to you. Upon receipt, if you believe that any details on the confirmation are wrong or if you require any changes to be made, you must contact us immediately as it may not be possible to make changes later.

We reserve the right to refuse a reservation and decline to issue a confirmation at our absolute discretion.

2. Paying for your reservation

Payment should be made by bank transference to the GetVolley! account. We don't accept cash or credit cards.

If you have not paid the 50% booking fee for your reservation, the booking is not confirmed and therefore you might lose the chosen date.

The remaining 50% of the payment must be completed the week after the activity upon receiving the final invoice. Any extra expenses will be added on this final invoice.

3. Prices

The price of your group activity and the terms upon which payment, changes and cancellations are made will be notified of these terms at the time of booking. **The website contains the pricing list for 2019 and 2020.**

Our prices are based on different standard packages (silver, gold and platinum). In tailored events, prices will be personalized to every client and group demands.

Taxes are not included on the price tables. In Spain, it is necessary to add a total of **21% of IVA and 15% of IRPF** to every transaction.

The price of your confirmed reservation is expressed in **Euros**.

4. Accuracy

We endeavor to ensure that all the information and prices both on our Site and marketing material are accurate; however occasionally changes and errors occur, and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to your chosen reservation before you make your booking.

5. Changes by you

Should you wish to make any changes to your confirmed reservation, you must follow the procedure outlined in your booking confirmation. Whilst we will try to assist you we regret amendment requests cannot always be met. Where an amendment can be made, you will be liable for payment of any additional costs incurred by us. See also any specific terms notified to you at the time of booking.

6. Cancellation by you

Should you wish to cancel your reservation once it has been confirmed and the 50% of the amount advanced, you must follow the procedure outlined in your booking confirmation.

Please note that reservations are non-refundable in the event of cancellation once the reservation has been confirmed. Certain major circumstances will be considered.

7. If we cancel your reservation

We may cancel your reservation at any time with immediate effect by giving you written notice (including by email) if you fail to make all payments applicable to your reservation in full and on time, or you otherwise breach a material term of these Booking Conditions. This is in addition to any other legal rights and remedies we may have as a result of your breach of contract.

We may in exceptional circumstances be required to cancel your reservation due to 'Force Majeure'. If this happens, we will notify you as soon as possible and:

- If you have already paid for your reservation, we refund your payment to you; or
- If you have not yet paid for your reservation, you will not be required to do so.

We regret we cannot meet any expenses or losses that you may incur as a result of such change or cancellation.

For the purposes of this clause, **'Force Majeure'** means any event which we could not, even with all due care, foresee or avoid as a result of which we cannot provide you with your group activity. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, and sea conditions and all similar events outside our control.

8. Insurance

You are strongly recommended to take out personal health insurance for all members of your party. It is your responsibility to ensure that the insurance cover an outdoor sport activity like ours and is adequate for your group needs. We do not check insurance policies. Our company holds a third part insurance for all activities, and the option to provide groups with a health insurance that will cover them during the activity. This second insurance will be included at the booking fee and the terms and conditions explain to the group responsible.

9. Special Requests

If you have any special requests, you must advise us at the time of designing and budgeting your group activity. We regret that we cannot guarantee any request will be met unless we have written to you with specific confirmation that it will.

10. Disabilities and Medical Problems

If you or any member of your party has **any medical problem or disability** which may affect your/their health during our group activity, please tell us before you make your reservation so that we can advise as to the suitability of the activity. In any event, **you must give full details in writing at the time of making your reservation**. If we feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the reservation or, if full details are not given at the time of booking, cancel the participation of that person when we become aware of these details.

11. Complaints

If you wish to complain about our group activities, please inform us immediately to facilitate the channels to formally register it. If the complaint cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at hola@getvolley.com within 7 days of the end of your activity, giving your personal details and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

If you still feel your complaint has not been resolved and you reside in an EU member state, you can also access the European Commission Online Dispute (ODR) Resolution platform at ec.europa.eu/consumers/odr/.

12. Behavior

When you make a reservation, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid directly to GetVolley! at the time. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. GetVolley! reserve the right at any time to terminate your stay or that of any member of your party due to misconduct, where justified in their reasonable opinion. No refunds will be given. Furthermore, GetVolley! shall not be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your activity being terminated.

All our activities are alcohol and drugs free. We have a zero-tolerance policy towards this rule.

13. Our Liability

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- the act(s) and/or omission(s) of the person(s) affected;
- the act(s) and/or omission(s) of a third party unconnected with the provision of the accommodation contracted for and which were unforeseeable or unavoidable;
- unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which we could not, even with all due care, have foreseen or forestalled.

We limit the amount of compensation we may have to pay you if we are found liable to you for any reason whatsoever, as follows:

(a) loss of and/or damage to any luggage or personal possessions and money or claims involving illness: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury or death: the maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where you have not received any benefit at all from your booking.

It is a condition of our acceptance of liability under this clause that you notify any claim to us strictly in accordance with the complaint's procedure set out in these conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

Please note, we cannot accept any liability for any damage, loss or 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) relate to any business.

We will not accept responsibility for services or facilities which do not form part of our contract with you. Excursions or other tours that you may choose to book or pay for whilst you are at the hotel are not part of your contracted arrangements with us.

Photographs displayed on the Site are not contractual. Although every effort is made to ensure that photographs, graphic images and text used to illustrate hotels provide as accurate an impression as possible of the accommodation offered, variations may occur, in particular as a result of changes to furniture or possible renovations.

Hyperlinks in the booking confirmation may link to sites other than the Site and we accept no responsibility for the content of these websites or the services offered on them.

Personal data and image protection

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14. Disputes

Clients should first contact to the GetVolley! direction to attempt to resolve the dispute amicably. If no amicable settlement is reached within 60 days, guests can contact our head office directly, by emailing Hola@getvolley.com.

16. Applicable law & jurisdiction

Without prejudice to any mandatory protective provisions that may be applicable in your country of residence, we both agree that these Booking and Payment Conditions and any agreement to which they apply shall be governed in all respects by Spanish law and that any dispute will be dealt with by the Courts of Spain only.

17. Modification of the Booking and Payment Conditions

These Booking Conditions may be modified and/or supplemented at any time by us. In this case, the new version of the Booking and Payment Conditions will be put online by us and will automatically apply for all customers with immediate effect.