

The following terms regulate the contract relationship between the organizer (Sunset Beach) and the traveller when purchasing a package

## **1. Introductory conditions**

### **1.1. General responsibilities of the traveller.**

- 1.1.1. The traveller shall comply with regulations given by the organizer or which apply for the services included in the package such as hotels, airports, means of transport etc...
- 1.1.2. The traveller shall always behave so that fellow travellers are not inconvenienced. Gross infringement may result in the traveller being excluded by the organizer or his representative from further participation in the tour. In such cases, the traveller shall himself/ herself arrange transport home and also pay all costs which arise in connection therewith.
- 1.1.3. The traveller shall, immediately after receipt, carefully go through the confirmation, tickets and other travel documents and check that the particulars agree with that which has been agreed upon and that all names are spelt in the same way as in the passport. The organizer must immediately be notified of any errors.
- 1.1.4. The traveller shall immediately notify the organizer of any change of address, e-mail address, telephone number or other information affecting the organizer's possibility to contact the traveller.
- 1.1.5. If the traveller has not observed the above responsibilities, he/she cannot make any claim with effect on the organizer, retailer or subcontractor of the package for any consequences due to the traveller's failure to follow these obligations.
- 1.1.6. The main traveller is the person who books the travel and thus enters into the agreement with the organizer. The main traveller is liable for the payment of the entire booking. All changes or cancellations shall be made by the main traveller. Any repayment after cancellation is made to the main traveller. The main traveller shall provide the organizer with correct contact information so that the organizer may provide him/her with important information. The main traveller shall forward any information from the organizer to the other travellers.
- 1.1.7. The traveller travelling alone must be at least 18 years old in the moment of the start of the event. Otherwise the organizer won't be responsible for the traveller.

### **1.2. Prices and agreed services**

- 1.2.1. Information in brochures and catalogues, including the Internet, is included in the contract. The information is binding on the organizer, unless he explicitly, in the catalogue or brochure, has reserved the right to make changes and the traveller has received information about such changes before the contract has been entered into.
- 1.2.2. The traveller shall pay the price of the package not later than at the time indicated in the contract. The organizer has the right to request a deposit when the contract is concluded. If the full price of the journey is not paid when the contract is concluded, the remaining amount shall be paid at the time indicated by the organizer.
- 1.2.3. The price shall be indicated in such a way that the price of the whole journey is clearly shown. This shall include all the services included in the contract and all obligatory additions, taxes and fees.
- 1.2.4. At the destination, airport fees, entrance charges and other local charges may arise, for which it is not possible to request payment when the contract is entered into, since these depend on

local rules or on the fact that extra services are provided which are not included in the contract.

- 1.2.5. Unless otherwise expressly stated, the price of the package in hotel is based on accommodation in a shared double room. If accommodation is desired for only one person, the organizer has the right to charge an additional fee for the single room, regardless of whether this takes place after the contract is made or if it arises as a consequence of a subsequent unpredicted event, e.g. that another traveller is ill. Any request for a single-room addition will be invoiced to the traveller immediately after the organizer has received information about or in some other way has ascertained that a change has occurred.
- 1.2.6. Special services/performances, at the request of the traveller are included in the contract only if these have been expressly confirmed by the organizer.
- 1.2.7. If, for the package trip there are a minimum number of participants necessary for arranging the trip, the organizer's terms and conditions shall clearly show how many participants are needed for the trip together with the date when the traveller, at the latest, shall have received a notification that the journey will not take place. If the minimum number of participants required for the trip is not reached, the organizer has the right to cancel the journey. In such a case, the traveller is not entitled to damages.
- 1.2.8. The minimum number of participants for the event to take place is 12 people per week and the deadline for the traveller to receive a notification about the cancellation of the trip is 45 days of the start of the trip
- 1.2.9. Any cancellation insurance is responsibility of the traveller. Cancellation insurance cannot be added after the contract has been concluded.

### **1.3. Entering into the contract**

- 1.3.1. The contract is binding for both parties when the organizer has confirmed the traveller's order in writing. The organizer shall confirm the traveller's order without delay.
- 1.3.2. The organizer may however instead decide that the contract is binding for both parties when the organizer has confirmed the traveller's order in writing and the traveller has paid the deposit within the agreed time or, if no deposit is to be paid, the price of the whole journey in accordance with the organizer's instructions. Such a provision shall be clearly shown in the organizer's booking terms.
- 1.3.3. If the traveller does not make payment in accordance with the contract, the organizer has the right to annul the contract. In the case of such an annulment, the organizer has the right to payment of that amount which the traveller should have paid, if the traveller had cancelled the journey in accordance with the organizer's terms for cancellation.
- 1.3.4. In the case of short-term bookings (starting four weeks before the start of the event), the entire participant fee is due immediately.

## **2. Changes in the contract**

### **2.1. Price changes**

- 2.1.1. If cost increases occur for the organizer after the contract in accordance with item 1.3 has become binding for the parties, the organizer may raise the price of the event by an amount corresponding to the cost increases if these are due to:
  - Changes in transport costs, including fuel prices,

- Changes in taxes, customs duties or fees or fees for certain services, such as airport, harbour, landing and take-off fees or changes in the rates of exchange used in calculating the price for the package.
- 2.1.2. In such cases, the price can be raised by an amount corresponding to the cost increase to which the organizer is subjected in order to fulfil the contract. If e.g. the costs, in accordance with item are increased by €10 (euro) for each traveller, the price can be increased by the same amount.
- 2.1.3. The right to raise the price in accordance with the above exists only if the cost increase exceeds €10 (euro).
- 2.1.4. The price must not be raised during the last 20 days before the agreed date of departure. The organizer shall notify the traveller of the price changes as soon as possible.
- 2.1.5. In a corresponding manner, the price of the journey shall be reduced if the organizer's costs decrease for the same reasons as indicated above earlier than 20 days before the agreed date of departure. In the event of a cost reduction, the price shall be reduced only if the cost reduction exceeds €10 (euro).

## **2.2. Transfer of the package**

- 2.2.1. The traveller is entitled to transfer the package to another person. However, it is a condition that the person to whom the package is transferred fulfils the necessary conditions and requirements indicated by the organizer for participation in the package. The right to transfer the package can in whole or in part be limited by the organizer if the transfer is not possible owing to the terms stated by a subcontractor. If e.g. an air ticket according to the terms of the airline company cannot be transferred, the transfer of the package means that the traveller will not receive a refund of the air ticket and that the person to whom the package is transferred must buy a new air ticket. The limitations in the right to transfer the package shall always be clearly shown in the contract.
- 2.2.2. The traveller and the person to whom the package is transferred shall be jointly and severally responsible for the amount which remains to be paid for the package and for all the extra costs which have been incurred due to the transfer. In addition, the organizer is entitled to reasonable compensation for the extra work involved in the transfer.

## **2.3. Changes after the contract is concluded**

### **2.3.1. Changes before departure at the request of the traveller**

- 2.3.1.1. For changes after the contract is concluded regarding the date of the tour, its destination, hotel, tour participants etc, the organizer has the right, in addition to payment for the actual costs which the changes involve, to charge an administration fee.
- 2.3.1.2. After the contract is binding, it is often not possible to make changes in the agreed services. This may apply for e.g. cruises, air tickets and hotel rooms, and shall be indicated in the contract. Therefore, in the event of a change, the traveller does not have the right to a refund of that part of the price for the package which consists of the costs for these services.

### **2.3.2. The organizer's changes or cancellation before departure**

- 2.3.2.1. If the organizer is forced to cancel the journey or if it cannot be carried out as agreed, the traveller shall be informed of this as soon as possible.

- 2.3.2.2. This does not however apply in the case of changes or deviations which can be considered to be of minor importance for the traveller.
- 2.3.2.3. If the change means that the financial value of the journey is reduced, the traveller has the right to a reduction in the price.
- 2.3.2.4. If the changes made by the organizer in the contract are significant, or if the tour is cancelled without the traveller being the reason for this, he/she can:
- 2.3.2.5. annul the contract and recover the whole amount which he/she has paid according to the contract, or
- Participate in another package tour, if the organizer can offer such.
  - The traveller shall, within reasonable time after having received a message that the tour is altered or cancelled, notify the organizer of his/her choice.
- 2.3.2.6. If the compensation tour has a lower value than the original package tour, the organizer shall pay back the traveller for the difference in the price.

### **2.3.3. The organizer's changes after departure**

- 2.3.3.1. Circumstances may arise which mean that the organizer after departure cannot provide parts of the agreed services. In such an event, the organizer shall offer a compensation arrangement.
- 2.3.3.2. For certain package tours, it can, because of their special character, be difficult to predict the exact procedure. Changes in natural conditions, road changes, political events etc can mean that the organizer is forced to make changes in the tour plan. In such an event, the organizer shall if possible offer a compensation arrangement. If the change means a worsening for the traveller, he/she may be entitled to damages and/or a price reduction.
- 2.3.3.3. If the changes in the agreed services as indicated in 2.3.3.1 or 2.3.3.2 are due to circumstances beyond the control of the organizer, which he could not reasonably have anticipated when the contract was entered into, and the consequences of which he could not reasonably have avoided or overcome, the traveller shall not be entitled to damages. If the changes are due to a subcontractor which the organizer has engaged, the organizer shall be free from the liability to pay damages only if this is due to a circumstance beyond the control of the sub-contractor.

## **3. Termination of the contract**

### **3.1. The traveller's cancellation of the package tour – general conditions**

- 3.1.1. The traveller's cancellation of the journey shall take place in a manner as indicated in the contract. Unless otherwise indicated, the cancellation shall be in writing. The organizer should be notified in writing via email to [info@sunsetbeach.com](mailto:info@sunsetbeach.com)
- 3.1.2. The traveller has the right to cancel a package travel. The organizer has the right to compensation for any costs incurred due to the cancellation. The organizer may in his additional conditions state reasonable standardized cancellation fees, based on the time for cancellation.
- 3.1.3. If the organizer does not state standardized cancellation fees, the traveller shall be entitled to repayment of the price of the package travel reduced by such costs that the organizer is obliged to pay. The organizer shall at the request of the traveller provide him or her with a written calculation of the compensation.
- 3.1.4. For the services included in the package tour the conditions in items 3.1.5 – 3.1.9 shall apply.

- 3.1.5. In the case of a cancellation more than 29 days before the start of the event, the traveller shall pay 25% of the price of the package
- 3.1.6. In the case of a cancellation 15 to 29 days before the start of the event, the traveller shall pay 50% of the price of the package
- 3.1.7. In the case of a cancellation 8 to 14 days before the start of the event, the traveller shall pay 75% of the price of the package
- 3.1.8. In the case of a cancellation less than 8 days before the start of the event, the traveller shall pay 100% of the price of the package

### **3.2. The traveller's and the organizer's right to cancel the contract on account of force majeure**

- 3.2.1. Both the organizer and the traveller have the right to cancel the contract, if, after the contract has become binding for both parties, at or close to the destination or along the planned travel route there occurs a natural disaster, act of war, general strike or other disturbing event, which materially influences the execution of the tour or the conditions at the destination at the time when the tour is to be carried out. If the organizer or the traveller cancels the contract with the support of this regulation, the traveller is not entitled to any damages.
- 3.2.2. The assessment of whether or not an event shall be considered to constitute such an event as is indicated in item 3.2.1 shall be made taking into consideration official statements from the Spanish and international authorities. A recommendation from the Spanish Ministry for Foreign Affairs not to travel to the destination concerned shall be considered to be such an event.
- 3.2.3. The traveller shall not have the right to cancel in accordance with item 3.2.1 if he/she knew at the time when the contract was concluded that such a disturbing event as is referred to in this item existed, or if the event was generally known.
- 3.2.4. If the traveller is not entitled to cancel the tour in accordance with item 3.2.1 but nevertheless cancels, the cancellation rules in item 3.1 shall apply.

## **4. Errors and deficiencies**

### **4.1. Complaints**

- 4.1.1. In the case of a fault in the agreed services, the traveller shall, immediately after he/she has noticed or should have noticed the fault, complain to the organizer, or to his representative or to the sub-contractor whom the fault concerns, to give the organizer the opportunity of rectifying the fault. The complaint shall if possible be made at the destination.
- 4.1.2. The traveller shall if possible make sure that the complaint is documented in writing by the organizer or his sub-contractor on the spot.
- 4.1.3. The traveller may not invoke faults unless a complaint has been made as indicated above.
- 4.1.4. The claim for damages or a price reduction shall be made to the organizer immediately after the conclusion of the trip.
- 4.1.5. If a claim regarding a fault in the agreed services is submitted more than two months after the time when the traveller noticed or should have noticed the fault, the traveller is considered to have lost the right to complain about the fault.

## **4.2. Rectification of faults**

- 4.2.1. If the organizer offers to rectify the fault, the traveller cannot claim a price reduction or annul the contract, provided the rectification takes place within a reasonable time and without any extra cost or great disadvantage for the traveller.
- 4.2.2. The traveller shall always limit the extent of the injury as far as is possible.

## **5. Limitations in the compensation liability of the organizer**

- 5.1. The organiser is not liable for any damages, injuries, accidents, losses and other irregularities during the return trip to the holiday resort, since the organiser is only an intermediary here
- 5.2. Any cancellation, delay or damage suffered by the traveller during this journey will be responsibility only of the traveller and or his/her private insurance
- 5.3. The organiser shall not be liable for any performance disturbances, personal injury or damage to property in connection with external services, which are merely communicated or organized by the participants themselves. The organiser is not liable in case of force majeure.
- 5.4. The organiser's staff on the spot are not entitled to accept any claims.

## **6. Responsibility**

- 6.1. All travellers are attending at their own risk. It is everyone's responsibility to check with the doctor to be able to expose themselves to physical exertion
- 6.2. Declaration of good health: The participant declares that he/she is in good health and able to practice beach volleyball and other activities without any physical or psychological limitations. The participant declares that he/she doesn't have any injuries or other physical conditions that might prohibit him/her from participating in any sports or beach volleyball activity.
- 6.3. The participant assumes all risk and hazards incidental to the conduct of the activities, and releases, absolve and holds harmless the organizers and all its respective officers, agents, and representatives from any and all liability for injuries to said participant arising out of traveling to, participating in, or returning from camp activities.
- 6.4. In case of injury to said participant, he/she hereby waives all claims against the organizers including all coaches and affiliates, all participants, sponsoring agencies, advertisers, and, if applicable, owners and lessors of premises used to conduct the event. There is a risk of being injured that is inherent in all sports activities, including beach volleyball.
- 6.5. No travel insurance is included in the trip. The traveller is required to ensure that he / she possesses adequate insurance coverage

## **7. Privacy and security**

- 7.1.1. We will use information collected to fulfil commitments to you. This may involve contacting you in order to provide information about your booking, if any thing changes and to send offers for marketing purposes..
- 7.1.2. When you make a booking with us, we store the following information: First Name, Last Name, Gender, Address, Postal Code, Date of birth, Home / Work Phone, Cell Phone, E-mail address.
- 7.1.3. When you sign up for our newsletter we only save your name and email address. This information will only be used to send e-mails to you.

- 7.1.4. Sunset Beach will not disclose your personal information to third parties unless this is part of a booking process the customer has initiated with Sunset Beach (for instance, your contact details to the hotel where you'll be staying)
- 7.1.5. By booking a trip with Sunset Beach, you agree that we use personal information as described above.
- 7.1.6. The participant agrees that photos and videos will be produced for training analysis purposes. This material can also be used by the organizers for internal analysis, to advertise future events or projects or for other purposes. The participant transfers all rights of use of the corresponding material that can contain footage of themselves to the organizers without any limits and free of charge. The organizers will only use material that does not harm the participant's dignity in any way.

## **8. Disputes**

- 8.1. The parties should try to solve through negotiation any dispute concerning the interpretation or application of the contract. If the parties cannot be reconciled, the dispute can be tried by a public court of law.