

Terms of Use Iberia Sports Camps S.L.

1. Range of Application

The following Terms and Conditions regulate the contractual relationship between you as traveler who makes use of the service of Iberia Sports Camps S.L, *Carrer del Torrent de l'Olla,47, 08012 Barcelona* (hereinafter referred to as: Iberia Sports) and Iberia Sports as the tour operator.

These terms and conditions do not apply for the following travels and services: all flights placed by Iberia Sports (in these cases the terms and conditions of the certain airline are valid). Furthermore, if you book travel arrangements or services of a different tour operator, the terms and conditions of this company are valid. In all of these cases, Iberia Sports is not a contracting party and therefore, it is not possible to refer to the Iberia Sports terms and conditions.

2. Conclusion of Travel Contracts

Via the request, the customer is offering Iberia Sports, in a binding manner, the opportunity to close a travel agreement. This is done mainly electronically by email. In the case of electronic bookings Iberia Sports acknowledges the receipt of the booking immediately by electronic means. The travel agreement will only become binding from the time that Iberia Sports sends the Proforma Invoice or the booking confirmation to you or your travel agent.

3. Services

The extent of the services included in the contract is completely limited to the services outlined by Iberia Sports and the relevant details in the confirmation of the reservation. Any additional brochures (for instance local town or hotel brochures) which have been consulted while making the booking are for information purposes only and their contents cannot be guaranteed. Vouchers or tickets for certain services will sometimes be delivered at your destination. If Iberia Sports only acts as an intermediary for an external service during your stay, we are not liable for the completion of this service as far as the external service is clearly mentioned in the booking confirmation.

4. Payment

20% of the total costs of the reservation have to be paid within 10 days after confirmation of the booking. The prepayment will be counted against the price of the journey. The outstanding balance has to reach us 30 days before departure. The traveler will not receive the travel documents until the reservation has been fully paid. If this amount has not been paid in full, we are allowed to withdraw from the reservation contract or claim damages for default, after having sent a reminder notification with a deadline. Cancellation charges have to be paid immediately. If further costs arise during the stay, for example because of additional services, the incurred costs have to be paid within 10 days after the end of the trip.

5. Price Appreciation, Change of Services & withdrawal / termination by Iberia Sports

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Price revisions

The tour operator reserves the right to change the schedule or single agreed services (for example accommodation, means of transport, airlines etc.), if it is necessary due to unforeseen or non-avertable circumstances. Iberia Sports always tries to offer an equivalent compensation allowance and informs as quick as possible about such changes and the impact on the travel price.

If a price increase after conclusion of the travel contract is higher than 10% or if the program modification causes significant changes, the traveler owns the following rights:

- a) you can accept the changes in the travel contract;
- b) you can withdraw from the travel contract within 7 days after receiving information about the changes and we will refund the already paid travel price;
- c) you can give us written notice of your desire of taking part in an equivalent compensatory trip within 7 days after receiving information about the changes. We always try to offer you a similar package. If the compensatory trip is cheap, we will refund the difference in price. In case of higher costs, you have to pay the price of the original travel package. If you do not inform us about your decision, we assume that you accept the price increase, the program change or the change of single services.

In case of a program change during your stay which affects a significant change of the agreed trip, Iberia Sports compensates the difference between the travel price and the price of the service provided.

If the scheduled sport facilities cannot be used due to circumstances which are not influenceable by us, we try to provide an equivalent substitute. However, we do not have an obligation to refund any payments to the traveler.

Iberia Sports attempts to schedule the training times during a sport camps as close as possible to the wishes of the team. Although it could happen that changes in the program will arise, In every case, the training times which are confirmed by Iberia Sports staff members during your stay are valid.

6. Changes & Withdrawal by Customers

If the traveler asks for changes regarding travel period, location, accommodation or means of transport within 30 days before the journey begins, Iberia Sports is entitled to charge a fee of €50 for the changes in booking. However, the traveler is allowed to show Iberia Sports that no or less costs for the changes have arisen. In these cases we will reduce the fee in favor of the customer.

The traveler shall be allowed to withdraw from the contract at any time. In case of withdrawal, the tour operator shall be entitled to charge a reasonable reimbursement. The height of reimbursement shall be determined by the travel price, deducting the value of the expenses saved by the tour operator and after that, what he was able to get as compensation by using the travel service otherwise.

Cancellation Fees

- For cancellations received up to 29 calendar days before the scheduled departure, a 25% cancellation fee will be charged.
- For cancellations received 22 -28 calendar days before the scheduled departure date a 35% cancellation fee will be charged.
- For cancellations received 15 -21 calendar days before the scheduled departure date a 45% cancellation fee will be charged.
- For cancellations received 7 -14 calendar days before the scheduled departure date a 70% cancellation fee will be charged.
- For cancellations received within 6 calendar days before the scheduled departure date a 85% cancellation fee will be charged.
- For cancellations received on the day of arrival a 100% cancellation fee will be charged.

Please keep in mind that additional cost due to the cancellation of one or more travelers can arise. These costs will be divided into the remaining group members e.g. for single room supplements (instead of a double room) or for an increased travel price per person because of lower utilization of transport means, accommodation and facilities.

7. Unused Services / Early Termination / Case of Illness

If you are unable to consume certain travel services which were offered properly by Iberia Sports due to any personal reasons (e.g. early termination or other urgent reasons), there is no right for a pro rata reimbursement of the travel price. However, Iberia Sports will try to obtain a refund for the unused services from our suppliers. This is not possible if the services are totally insignificant or if a refund would be against legal or official regulations.

If you have to cut your trip short, we could not refund the travel price. Unused services will be refund as long as no costs arise for Iberia Sports. In urgent cases (e.g. illness, accident or death of a close family member) our local staff member will support you in the best possible way to organize your return trip. In this context, please keep in mind the possibility of arranging travel insurance, which is not included in the travel price.

Costs which arise due to illness have to be covered by the traveler. Possible expenses for a special transport to the traveler's residence will not be paid by Iberia sports, too. The traveler is obliged to consult a doctor in case of an uncertain health condition before the start of the journey.

8. Termination due to reasons of conduct

Iberia Sports is entitled to terminate the travel contract without observing a notice period when the traveler despite a warning continually disrupt or breaches the terms of the contract to such an extent that immediate termination of the contract is justified. If Iberia Sports terminates the contract, we still have the right to receive the payment of the travel price. However, Iberia Sports has to deduct any expenses saved, as well as those payments obtained by the operator that result from utilization by others of the services not used including any sums credited to the operator by the service provider.

9. Termination due to exceptional circumstances

If the travel arrangements are endangered or negatively affected by circumstances beyond our control which were unforeseeable when the contract was completed, then both you as the traveler and we may terminate the contract. If the contract is terminated, we are entitled to demand appropriate compensation for services which have already been consumed.

10. Obligation to cooperate

If the service is not provided in accordance with the contract, the traveler may seek redress. However, the traveler has to immediately inform Iberia Sports about a defect occurred. The right to reduce does not apply insofar as you neglected to notify Iberia Sports of the deficiency and you are at fault for this. This only does not apply if the notification is clearly futile or unreasonable for other reasons. The traveler is obliged to immediately inform Iberia Sports about the notice of defect in written form. The contact details of Iberia Sports will be mentioned in the travel documents and in the booking confirmation. We are instructed to find a remedy if it is possible and does not involve unreasonable expenses.

If a traveler wants to terminate the travel contract due to a travel deficiency or another important reason, an adequate period to remedy the situation has to be provided. This does not apply if redress is not possible or rejected by Iberia sports or if the immediate termination of the contract is justified by any particular interest of the guest recognized by Iberia Sports.

The customer has to inform Iberia Sports if the travel documents are not delivered until the date mentioned in the booking confirmation.

11. Complaints / Reclamations

If the travel does not comply with the contractual agreement or in case of sustaining damage, you are bound to notify Iberia Sports about the defect and to seek redress. Iberia Sports is eager to provide remedy within an adequate period of time. If this is not possible or insufficient, please require Iberia Sports to confirm the mentioned deficiencies or the damages as well as the unsuccessful remedy.

Provided that no remedy is provided within an adequate period of time and it is not an insignificant defect, you are allowed to accomplish remedy on your own after consultation with Iberia Sports. We will replace the cost incurred against receipt, if you made a complaint and demanded a written confirmation.

In case of claiming defects, reimbursements or compensation against Iberia Sports, you have to send your complaint within 30 days after returning from the travel to Iberia Sports. Please add to this complaint possible means of evidence (e.g. pictures).

We would like to expressly point out that Iberia Sports does not bear liability for hotel catalogues or other brochures. Only the information in the booking confirmation is authoritative.

12. Limitation Period

Contractual claims of the traveler are subject to a limitation period of one month, starting with the day on which the trip should have been completed under the contract. If negotiations over claims raised by you are pending, the limitation period shall be suspended until you or we refuse to continue in the negotiations. The limitation period shall commence at the earliest three months after the end of the period of suspension. Claims for damages in tort resulting from injury to life, body or health are subject to a limitation period of 3 years.

13. Insurances

For the sake of your own safety we highly recommend to conclude a comprehensive travel insurance which covers returning transportation costs in case of accidents or illness. The insurance is not included in the trip price. In case of questions regarding travel insurance, the travel always can contact an Iberia Sports staff member to ask for guidance.

14. Passports / Visa / Health Regulations

Iberia Sports is able to inform their travelers from the European Union offered about passport, visa and health requirements and any changes prior to departure on request. Citizens of other countries have to contact the relevant consulate.

15. Order of Tickets

A legal agreement solely exists between the traveler and the relevant organizer. Iberia Sports only acts as an intermediary and is instructed by the customer to conclude the ticket purchase.

The final price of tickets especially for sold out or popular events could differ considerably from the price printed on the ticket since in many cases we initially have to buy the tickets from other distributors. All prices are including pre-sales fee and VAT.

A right of return does not exist, only if the event is cancelled after approval by the organizer. However, many organizers reserve the right to postpone the event e.g. due to a live television broadcast. In these cases, a right to return tickets cannot be offered. Tickets of cancelled events have to be sent back to Iberia Sports within 30 days after the scheduled date of the event. After this period, the tickets solely can be returned directly to the organizer. In case of return, Iberia Sports will only refund the nominal value of the tickets. A refund of commissions and handling fees however is not possible.

In principal, a cancellation or exchange of ordered tickets is not possible as well.

16. Offsetting Ban

The traveler is not entitled to charge counterclaims against the confirmed travel price, unless, the counterclaim is undoubted or legally binding.

17. Severability clause

If certain clauses in the contract become ineffective, this does not mean that the whole contract is rendered ineffective. The same applies for these Terms and Conditions.

18. Travel Agency

Iberia Sports Camps S.L.

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