

LEVANTE GOLF ACADEMY BOOKING CONDITIONS AND TERMS OF PAYMENT

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Conditions:
- “**Client**” means the person, firm of company who purchases the Services from the Company;
 - “**Company**” means Levante Golf Academy
 - “**Conditions**” means these terms and conditions;
 - “**Contract**” means the Company’s offer to provide Services and the Client’s acceptance of it, or the Client’s acceptance of a quotation for Services by the Company under Clause 2.2 below;
 - “**Contract Price**” shall mean the price stated in the Offer Document and as may be varied from time to time in accordance with these Conditions;
 - “**Event**” means the event described in the Offer Document;
 - “**Services**” means the services to be provided by the Company under the Contract as set out (the “**Offer Document**”), together with any other services which the Company provides, or agrees to provide, to the Client;
 - “**Party**” means either the Company or the Client and “**Parties**” shall be construed accordingly;
 - “**VAT**” means value added tax chargeable that may be chargeable under English law¹ and any similar additional tax; and
 - “**Working Day**” means any day except Saturday, Sunday or any day which is a bank holiday under the Banking and Financial Dealings Act 1971.

2. THE CONTRACT

- 2.1. These Conditions shall:
- 2.1.1. apply to and be incorporated into the Contract; and
 - 2.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in the Client’s purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Client, or implied by law, trade, custom, practice or course of dealing.
- 2.2. The Client’s verbal request for the provision of Services, purchase order or other written request for the provision of Services, or the Client’s acceptance of a quotation for Services by the Company, constitutes an offer by the Client to purchase the Services on these Conditions. No offer placed by the Client shall be accepted by the Company other than:
- 2.2.1. by written acknowledgement issued by the Company; or
 - 2.2.2. (if earlier) by the Company starting to provide the Services.
- 2.3. Quotations are given by the Company on the basis that no Contract shall come into existence except in accordance with Clause 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Company has not previously withdrawn it.

3. THE COMPANY’S OBLIGATIONS

- 3.1. The Company shall use reasonable endeavours to:
- 3.1.1. provide the Services and the Event in accordance with the Offer Document, provided always that the Client acknowledges that the agreed Event may be unavailable or subject to cancellation or change for reasons outside the Company’s control, in which circumstances the Company will² subject to Clause 7.5:
 - 3.1.1.1. use reasonable endeavours to arrange a commensurate Event; or
 - 3.1.1.2. refund any monies paid by the Client under the Contract less the Company’s reasonable costs and expenses, and management fee referred to in Clause 5.4 below
 - 3.1.2. observe all health and safety rules and regulations, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

4. THE CLIENT’S OBLIGATIONS

- 4.1. The Client shall co-operate with the Company in all matters relating to the Services and the Client acknowledges that all Events are subject to availability.
- 4.2. If the Company’s performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents or employees, then the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 4.3. The Client shall be liable to pay the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to provide the Services elsewhere) arising directly or indirectly
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from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges or losses to the Client in writing.

5. PRICE AND PAYMENT

- 5.1. In consideration of the provision of the Services by the Company, the Client shall pay the Contract Price. The Contract Price is quoted in Euros and is inclusive of any applicable VAT. Subject to any alternative payment schedule agreed in the Offer Document, the Contract Price shall be paid to the Company (without deduction or set-off) in the following instalments:
 - 5.1.1. 50% within seven days of the date of the Contract or provision of the Company's invoice (whichever is earlier); and
 - 5.1.2. 50% no later than eight weeks prior to the date the Services are to be provided to the Client; or
 - 5.1.3. If the Services are to be provided less than eight weeks after the date of the Contract, then the Contract Price must be paid in full within 7 days of the Contract.
- 5.2. Time shall be of the essence of the Contract. If the Client fails to make payment in accordance with the time limits contained in the above paragraph then the Company reserves the right to cancel and re-allocate all bookings, reservations or other related contracts entered into by the Company for the provision of the Services without further reference to the Client.
- 5.3. A standard surcharge of 3% will be charged for payments made by credit card. If the Client wishes to pay the Contract Price in a currency other than Euro's, then it must notify the Company in advance of any payment date, and the Client shall be liable for any currency fluctuations or bank charges resulting from its payment in a different currency to Euros. The Client shall be liable for any additional costs incurred by the Company due to a change in the prevailing rate of VAT.
- 5.4. Unless otherwise agreed in writing, the Company shall charge a management fee of 25% (inclusive of any applicable VAT) on all Services provided to the Client. The Contract Price is inclusive of such management fee and which management fee shall apply to all Services provided to the Client whether or not particular Services are specified in the Offer Document and shall include, but not be limited to, bookings for activities, restaurants and any other services introduced or organised by the Company at the Client's request. For the avoidance of any doubt, if additional Services are provided beyond those agreed in the Offer Document, whether or not agreed in advance of the Event, or provided at the Client's request during the Event, then such additional Services shall also be subject to the Company's management fee of 25%.
- 5.5. Subject to Clause 6.3 below, any material change requested by the Client to the Services or the Event identified in the Offer Document may result in an increase to the Contract Price. Upon such request, the Company will where practicable agree any the change in the Contract Price with the Client, although the Client accepts that where such a request is received close to, or during the Event, then it may not be possible to agree such a change to the Contract Price. Any increase to the Contract Price will be invoiced by the Company as soon as reasonably practicable and payment shall be due within 7 days of receipt of invoice.
- 5.6. Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company in accordance with the payment dates set out above, then the Company may:
 - 5.6.1. charge interest on such sum from the due date of payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 5.6.2. suspend all Services until payment has been made in full (including any interest which may be due).

6. CLIENT CANCELLATION OR POSTPONEMENT³

- 6.1. If the Client wishes to cancel the Event, it must give written notice of such cancellation to the Company's address shown at the top of these Conditions, or to info@levantegolf.com.
 - 6.2. If the Client cancels the Event:
 - 6.2.1. more than 21 Working Days before the date of the Event, then the Company shall be entitled to retain 50% of the Contract Price (or where not paid, 50% of the Contract Price shall become immediately due and payable to the Company) and the Client shall reimburse the Company for any costs and expenses incurred by the Company in excess of 50% of the Contract Price; or
 - 6.2.2. less than 21 Working Days before the date of the Event, then unless agreed otherwise in writing with the Company, the Client shall be liable to pay the Company the Contract Price in full and which shall become immediately due and payable.
 - 6.3. If the Client wishes to postpone the Event to a later date to that agreed in the Offer Document, then the Company reserves the right to charge an administrative charge not exceeding 50% of the Contract Price. In addition the Client shall indemnify the Company in full for any additional charges incurred by the Company with Third Parties as a result of the postponement of the Event. Any such administration charge of additional charges are in addition to the Contract Price and shall be invoiced by the Company as soon as reasonably practicable and will be payable by the Client within 7 days of receipt of the invoice.
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7. LIMITATION OF LIABILITY

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 7.1. Sub-Clauses 7.1 to 7.4 set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and sub-contractors) to the Client in respect of:
- 7.1.1. any breach of the Contract;
 - 7.1.2. any use made by the Client of the Services;
 - 7.1.3. the Client's attendance at and participation in the Event; and
 - 7.1.4. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3. Nothing in these Conditions limits or excludes the liability of the Company:
- 7.3.1. for death or personal injury resulting from negligence; or
 - 7.3.2. for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.
- 7.4. Subject to Clause 7.2 and Clause 7.3:
- 7.4.1. the Company shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of goods; or
 - (iii) loss of contract; or
 - (iv) loss of use; or
 - (v) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - 7.4.2. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Contract Price.
- 7.5. If the Event is cancelled, unavailable or varied for reasons outside the control of the Company, then the Client acknowledges and agrees that the Company shall have no liability of whatsoever nature to the Client whether for loss (direct or consequential), damages, costs or expenses.

8. TERMINATION PROVISIONS

- 8.1 Without prejudice to any other rights and remedies that the Parties may have, either Party may terminate the Contract on giving not less than 20 working days written notice to the other if:
- 8.1.1 the Client fails to pay any amount due under the Contract on the due date for payment and remains in default for 5 working days after being notified in writing to make such payment; or
 - 8.1.2 the other party commits a material breach of any of the terms of the Contract and (if such breach is remediable) fails to remedy that breach within 5 working days of that party being notified in writing of the breach; or
 - 8.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
 - 8.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - 8.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party;
 - 8.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
 - 8.1.7 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - 8.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - 8.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 working days; or
 - 8.1.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

- 8.2 The Parties acknowledge and agree that any breach of Clause 5 shall constitute a material breach for the purposes of this Clause 8.
- 8.3 On termination of the Contract for any reason:
- 8.3.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied or additional amounts which have become due under the Contract, but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- 8.3.2 the Parties accrued rights and liabilities as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 8.4 On termination of the Contract (however arising), Clauses 7, 8 and 9 shall survive and continue in full force and effect.

9. GOVERNING LAW AND JURISDICTION

- 9.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 9.2. The parties irrevocable agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).

10. GENERAL

Waiver

- 10.1. The waiver by the Company of any breach or default of these Conditions by the Client shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach of the same or any other provision.

Severance

- 10.2. If any clause or sub-clause of these Conditions is held by any Court or other authority of competent jurisdiction to be wholly or partly void or unenforceable the validity of the other clauses or sub-clauses of these Conditions shall not be affected and they shall remain in full force and effect.

Entire Agreement

- 10.3. The Contract constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 10.4. Each Party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract.
- 10.5. Nothing in this Clause shall limit or exclude liability for fraud.

Assignment

- 10.6. The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

No Partnership or Agency

- 10.7. Nothing in the Contract or in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

Notices

- 10.8. Any notice by either Party to the other shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as notified to the Party giving the notice.
- 10.9. Notices shall be deemed to have been received 48 hours after posting (exclusive of the day of posting) if sent by first class post, on the day of delivery if delivered by hand, or at the time of transmission if sent by facsimile.

Third Party Rights

- 10.10. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that it not a Party to it.

Force Majeure

- 10.11. The Company shall have no liability to the Client under the Contract if it is prevented from or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Company or any other party), failure of a utility service or transport network,

act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or directions, accident, breakdown of plant or machinery, fire flood, storm or default of the Company's suppliers.