

THE BARCELONA EXPERIENCE LTD

TERMS AND CONDITIONS



1. About Us

We are The Barcelona Experience Ltd (trading as The Barcelona Experience), a company registered in Northern Ireland under company number NI661185. Our registered office is at: 43 Westrock Gardens, Belfast, Northern Ireland, BT12 7PW.

2. These Terms

- a) These terms apply to any bookings you make with The Barcelona Experience. Please read these terms carefully before you place any bookings, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you make your booking.
- b) Any reference to 'we', 'us' or 'our' in these terms is to The Barcelona Experience and any reference to 'you', 'your' or 'Club' is to the club placing the booking. "Tournament" refers to the sporting tournament attended by the Club. "Player" refers to any player of your Club participating in the Tournament and "Associated Person" refers to any individual who attends the Tournament as part of your booking including but not limited to coaches, parents, family members and other parties travelling with the Club.
- c) We may make changes to these terms at any time. However, the terms which apply to your booking will be those in force at the time you submitted your booking to us.

3. Bookings

- a) Please check your booking request carefully and correct any errors before you submit it to us.
- b) After you place your booking request, we will send you an acknowledgment email to let you know that we have received your booking request. This does not mean that your booking request has been accepted by us. Your booking request is an offer to purchase services from us on these terms.
- c) Acceptance of your booking request by us takes place when we send you an order confirmation email, at which point a legally binding contract is formed between you and us on these terms.

4. Services

- a) The following services are provided by The Barcelona Experience:
 - i. Transfers to and from Reus and Barcelona BCN airports – Each Club is allocated one transfer, and everyone must travel as a group. The Barcelona Experience require confirmation of proof of all flights no less than 2 months prior to the Tournament. Transfers are not provided by The Barcelona Experience for any individuals arriving or departing on different dates or times from the Club and must be organised separately by the individuals or the Club.
 - ii. Booking of hotel accommodation – To be able to participate in the Tournament, all Clubs are required to stay in the Tournament hotel/resort and bookings must only be made through The Barcelona Experience. Any individuals wishing to book additional nights must book and pay directly with the hotel.
- b) We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, flight delays or cancellation).
- c) We warrant that the services will be performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and

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d) Except as set out in this clause 4, we give no warranties and make no representations in relation to the services, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

5. Tournament Requirements

- a) Each Club, including its Players and Associated Persons, shall:
- Adhere to all rules, regulations and procedures of all accommodation, transport, football venue and other facilities during the Tournament;
 - Comply with any age checks undertaken by The Barcelona Experience for all Players;
 - Behave in a respectful, professional and appropriate way that does not breach the laws or regulations of the host country of the Tournament or that risks bringing the Tournament or The Barcelona Experience into disrepute;
 - Provide The Barcelona Experience in a timely manner with all documents, information, items and materials reasonably required by The Barcelona Experience in connection with the Tournament and ensure that they are accurate and complete in all material respects;
 - Obtain and maintain all necessary consents and comply with all relevant legislation as required to enable the Barcelona Experience to provide the services; and
 - Obtain adequate insurance cover for all Players prior to attending the Tournament and ensure that all Players have obtained private insurance coverage prior to attending the Tournament.
- b) The Barcelona Experience reserves the right to remove any Clubs and/or Players from participation in the Tournament and report such Clubs and/or Players to the Catalan Football Association and other local football association in the event of any offensive, threatening, abusive, indecent, defamatory or obscene behaviour.
- c) The Barcelona Experience reserves the right to remove any coaches of Clubs from the Tournament who have been drinking or are intoxicated.

6. Fees

- a) Payment in full of any applicable fees for the Tournament is due on the 1st of the month immediately proceeding the booking.
- b) All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate. Prices for our services may change at any time.

7. Payment

- a) All payments must be made by the Club in accordance with the Payment Plan as set out in Schedule 1.
- b) All payments must include the Club name as a reference. The first payment and deposit payment are non-refundable. No refunds will be permitted after two (2) months that the Payment Plan commences. No changes will be permitted after two (2) months that the Payment Plan commences.
- c) Any additional parties to be added onto the Payment Plan after the two (2) month period must pay in full and will not be guaranteed to be in the same accommodation as the rest of the Club.

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8. Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control, including but not limited to the following: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action, lockouts or flight delays; non-performance by suppliers or subcontractors; interruption or failure of utility service.

9. Intellectual Property Rights

All intellectual property rights in and to the Tournament and any promotional materials relating to the Tournament are the property of The Barcelona Experience.

10. Liability

a) Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the services provided by The Barcelona Experience.

b) We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

- i. consequential, indirect or special losses; or
- ii. any of the following (whether direct or indirect):
 - 1. Loss of profit;
 - 2. Loss of opportunity;
 - 3. Loss of savings, discount or rebate (whether actual or anticipated);
 - 4. Harm to reputation or loss of goodwill;
 - 5. Theft or damage to property; or
 - 6. Transport or flight delays.

c) Nothing in these terms will limit or exclude our liability for:

- i. death or personal injury caused by our negligence;
- ii. fraud or fraudulent misrepresentation; or
- iii. any other losses which cannot be excluded or limited by law.

11. Social Media

a) The Barcelona Experience may take photographs during the Tournament for the purposes of promoting the services and activities. These photographs may be used in both online and offline promotional materials, including but not limited to, The Barcelona Experience's social media platforms, brochures and other marketing materials.

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b) By participating in the Tournament, all Clubs, Players or Associated Persons acknowledge and consent to the possibility of being photographed and their image being used in accordance with clause 11(a). If any Players or Associated Persons do not consent to being photographed or having their image used for promotional purposes, the Club must notify The Barcelona Experience in writing prior to the Tournament.

12. No third party rights

No one other than us or you has any right to enforce any of these terms.

13. Complaints

All complaints are to be made formally in an email to complaints@thebarcelonaexperience.co.uk.

14. Governing law and jurisdiction

These terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of Northern Ireland. You and us both irrevocably agree that the courts of Northern Ireland will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

15. General terms

- a) You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- b) If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.
- c) If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.
- d) Any variation to these terms will not be binding unless expressly agreed in writing between you and us.
- e) You and we both agree that these terms constitute the entire agreement between you and us in relation to your booking. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.