

GOLF WINE

INTERNATIONAL

by David Collado

Terms and Conditions:

www.golfwineinternational.net is owned and registered trademark of Golf Wine International S.L., C.I.F. B-26451088

The use of the services contained on the Web and in the prospectus of golfwineinternational.net implies user acceptance of the following terms and conditions.

1. You must be legal age (over 18 years) and have legal capacity to accept terms and conditions of this agreement, needed to engage the services offered on the Web and in the prospectus of golfwineinternational.net

2. All players must be in possession of handicap certificates. It is responsibility of each player, arriving punctually at their tee times. If you arrive late, officers may prevent of playing.

Also bear in mind that extra golf, such as buggies, rental clubs and others are subject to availability of each of the golf clubs and their cost is not included in our package. It is useful to pre-book in advance.

3. You confirm that all the information supplied by yourself to www.golfwineinternational.net is true, complete and accurate, and is committed to keeping it updated.

All content, trademarks, logos, drawings, etc., as contained in and brochures, are protected by intellectual and industrial property rights.

The violation of the above rights will be prosecuted in accordance with the legislation in force, thus reproduction, exploitation, alteration, distribution or public communication by any title or half of all web content and brochures for other purposes other than those of legitimate information or recruitment by users of the services offered.

Information on the offer contained both on the Web and in their brochures is binding on the operator unless attending any of the following circumstances:

A) That changes in information has been clearly communicated in writing to the consumer before the contract is concluded and that possibility has been the subject of explicit mention in the program offer, as with all in this booklet and the Web.

B) Later alterations can be made, prior written agreement between the contracting parties.

C) Typographical error and / or printing.

These general conditions are subject to the provisions of Law 21/1995, of July 6, Travel combined, Law 7 / 1998 of April 13, General Conditions of Contract and Law 26/1984, on July 19, General Protection of Consumers and Users, and existing provisions. These general conditions will be incorporated into all contracts for package tours for the programs contained in the brochures and Web of www.golfwineinternational.net and force the parties to the particular conditions that agree in the contract or reflected in the documentation provided for the trip simultaneously with the signing of the contract.

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I. I RECRUITMENT OF TRIP

1. Reservation request:

1.1 The consumer who wants to hire a package completes a "reservation request or form." Following that request, the agency undertakes to carry out the steps necessary to obtain confirmation of the reservation in accordance with the number of places available and the period for which it was requested.

1.2 At the request of the reservation the agency will require the consumer to deposit a sum equivalent to 30% of the price of the requested travel. If reservation is confirmed, the amount delivered will be discounted of the price of the trip. If the consumer withdraws its reservation before the relevant confirmation, shall be surrendered the sum deposited, deducting the reasonable management cost if necessary.

1.3 If the consumer requests a Taylor made package, the agency may require the payment of an amount for the preparation of the project. If the consumer accepts the proposed package developed by the agency, the amount delivered will be discounted of the final price of the trip. Whenever the agency is not able to confirm the trip or all services, must return the quantities delivered by the consumer.

1.4 In all previous cases, if the agency is unable to provide the requested travel and offers consumers a similar trip or another, unless expressly stated otherwise, it is understood that it's valid for 24 hours. In these cases, the contract will be enhanced if the consumer accepts the offer within that time or that express has been established.

2. Booking Confirmation

The perfection of the contract package comes with the confirmation of the reservation. From that moment the contract package is binding on both parties.

3. Payment

3.1 At the time of contract confirmation, the consumer must have already paid 30% deposit of the trip price. If the consumer has not made the payment, golfandwinespain.com can require him/her to do it in a reasonably short term.

3.2 Payment of the rest of the money (total balance) must be paid at least 15 days before departure, while golfandwinespain.com gives to the consumer titles transportation, travel vouchers or other document essential for the correct performance of the services. If the consumer does not make such payment, the agency will require him/her to do it before giving all documentation of trip.

3.3 The agency may terminate the contract and enforce the rules established for the withdrawal before departure if the consumer does not make any payments in the preceding paragraphs in the corresponding period.

3.4 www.golfwineinternational.net issued in the corresponding receipt which shall specify the required amount and detail of the services requested.

The delivery of such bonds or travel documents have to be made at least seven days before the date of departure, by e-mail (free of charge) or conventional (responsible for 10 euros per reservation).

Modalities:

Wire Transfer Account number: -----

Credit Card Payment.

Department of customer care, mail to: info@golfwineinternational.net

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I. RULES FOR THE COMBINED TOUR

4. Benefits

4.1. The benefits that comprise the contract package resulting from the information provided to consumers in the prospectus or program, as well as indications regarding this information given at the moment of confirming the reservation.

4.2. However, www.golfwineinternational.net reserves the right to modify the combined tour because of the unavailability of the golf courses, wineries and other suppliers. For its validity, the changes must be clearly communicated in writing to the consumer.

5. Accommodation

Unless other specifications provided in the booklet or special conditions:

5.1 In relation to those countries where there is official classification of hotels, the booklet will inform of it. The agency has to ensure the fairness between the classification and the expectations of the consumer.

5.2 Arrival and departure is depending on the first and last service that the costumers must use. As a general rule, unless expressly agreed in the contract, the rooms may be used from 14 hours on the day of arrival and must be released before the 12 hours the day of departure.

5.3 The rooms are usually two double beds, with the possibility of an additional bed, which is often a sofa, to be used by a third person.

5.4 Costumers should check with www.golfwineinternational.net at the time of booking, the possibility of bringing pets, because generally are not allowed in the hotels.

5.5 If www.golfwineinternational.net its forced to change hotel confirmed due to special events or situations beyond their control, the responsibility will be limited to providing a hotel in the same category or higher,

If that's not possible www.golfwineinternational.net must return the difference between the hotel finally used and the one booked in contract.

6. Transportation

6.1. Customers must be in the right place to exit in time indicated by the agency.

6.2. If the consumer is unable to make the trip for not having been at the right place to exit in time indicated, will be submitted to the regime provided in section 14 or, the one in paragraph 12 for the costumers turn down trip.

6.3 The private bus may alter in their characteristics depending on the number of participants.

If there is no sufficient number of passengers for a private bus, it is possible to use a minibus or car.

6.4. www.golfwineinternational.net is not responsible for lost or damage of hand luggage or other objects that the consumer carries in his custody.

7. Food Scheme

7.1 Full board (PC) includes breakfast, lunch and dinner. Half board (MP) includes breakfast and lunch. (AD) its only accommodation with breakfast included.

As a rule, these do not include lunch and dinner drinks.

7.2. The special diets (vegetarian or special arrangements) are guaranteed only if has been agreed by the parties under specific conditions.

8. Other Services.

8.1 When users request other services (for example an up grade room) and www.golfwineinternational.net can not definitively confirm it, the user may choose to withdraw the additional service requested, or keep the request in the hope that such services may finally be rendered.

8.2 In the event that the parties had agreed on the payment of the additional services requested, and can not be rendered, the amount paid will be reimbursed by golfandwinespain.com immediately.

9. Baggage

Customers luggage and other personal belongings are not covered by the contract journey. We understand that is carried by the passengers themselves and is their total responsibility.

www.golfwineinternational.net is not required to respond to any kind of incident related luggage.

Companies carriers (air, sea, river, road, railway, etc.). They may respond to the passenger in accordance with the terms of the Contract of Carriage constitutes at the passenger ticket.

Contract which provides exclusively between that company and the passenger, and that is foreign to golfandwinespain.com. If passenger luggage arrives damaged or gets lost, customer must apply to the Transport Company.

As for the air transportation of luggage, we refer to the conditions of the airlines regulated by IATA. In the course of suffering luggage damage or lost luggage, we recommend claim immediately (P.I.R. part of damage luggage) before leaving the airport.

Also, in hotels, they will be responsible, in accordance with its specific rules, any incident involving baggage or belongings that occur during the period of stay in them.

It is recommended that all clients are present in all cargo handling and managing their luggage, and made a timely claim for companies or carriers to the hotel at the time of observing any weakness, damage or loss of their belongings.

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III. THE PARTIES RIGHTS BEFORE STARTING THE TRIP

10. Modification of Contract

10.1 If at any time before departure the consumer wishes to request changes concerning destination, transportation, length, and timing of the trip hired or any other, www.golfwineinternational.net may require a justified payment due to modifications, as well as a premium for modification of the reservation which may not exceed 3% of the price of the trip.

10.2 Prior to departure, the agency can only make the necessary and not significant changes for the successful completion of the tour. It is believed that the necessary changes are significant if impede the attainment of the objectives of this according to their characteristics.

10.3 In the event that the agency would be forced to make significant changes it shall immediately notify the consumer. They may choose between accepting the contract amendment specifying the changes made and their impact on the price, or terminate the contract. Customers must notify the decision to the agency within three days after they are notified of the modification. If the consumer does not communicate its decision by the time specified, it is understood that opts for the acceptance of the contract.

11. Amount revision

11.1 www.golfwineinternational.net only may revise the price provided, upwards or downwards, if such review takes place at least 20 days prior to departure and is not significant, that is, above the 15% price travel.

11.2 These changes will be notified to the consumer in writing or by any other way, but always having the communication proof. The client can terminate the contract if the amendment is significant, and must communicate its decision within a maximum period of 3 days from the revision communication.

12. Consumer Rights in the event of termination

12.1 In case the customer communicates its decision of terminate the contract, in accordance with the preceding paragraphs, may choose:

Reimbursement within one month of all amounts paid, or agency can offer another equivalent or superior quality package. Customer can also accept an inferior class tour; in this case the agency must deduct the difference in price and turn it back to client.

12.2 In both cases, the consumer is entitled to claim the compensation provided for the alleged cancellation of the trip, referred in paragraph 13 in their own terms.

13. Assignment of Stock

13.1 The consumer may transfer their reservation to a person who meets all the conditions required in the prospectus and in the contract to undertake the tour.

13.2 The transfer must be communicated to the agency and will be free of charge if it's done with at least fifteen days prior to travel. If transfer is done after the 15 days, and agency accepts, consumer may be required for a payment that will not exceed 3% of the price of the trip, for transfer cost.

13.3 In any case, the consumer and the person who has transferred to the reservation responds jointly to the agency's payment of the remainder of the price, as well as incremental costs justified that might have caused the assignment.

14. Consumer Law Cancellation

14.1 There will be no refund of any amount paid for the trip in the event that the user decides to voluntarily discontinue at any time performing the services contracted due to alterations in the program motivated by weather conditions or other reasons, delay or irregularity that might arise during the trip. Golf Wine International S.L., as well as service providers are exempt from all liability in expenses arising from the interruption.

If this withdrawal occurs within the 15 days prior to the trip departure, penalty in terms of time will be:

The 35% of trip price if cancellation is done between 15 and 10 days before departure.

60% of the trip price, if cancellation is done between 10 and 3 days before departure.

The 100% of the trip price, if cancellation is done within the 48 hours before departure.

14.2 The consumer will not have to pay any percentage for penalty if the withdrawal takes place by force majeure. For this purpose, the following shall be deemed force majeure, death, accident or serious illness of the consumer or any of the people who live with him/her or any similar event that prevents from participating in the trip.

14.3 In any case, the consumer must pay the cost of managing and producing the cancellation waiver.

14.4 The withdrawal takes effect when the agency comes to knowledge that client has the desire to do it.

14.5 The agency will return to the consumer the amounts paid within a maximum period of one month, minus the cost of management and, where appropriate and can be justified the cancellation costs and penalties.

14.6 If the package is subject to special recruitment economic conditions, such as special rates or other similar management fees, expenses and cancellation penalties those will be indicated explicitly at the prospectus contract document, and will be borne by the consumer.

15. Trip Cancellation by the organizer

15.1 The cancellation of the trip, for whatever reason that is not attributable to the consumer, gives him the right to terminate the contract with the rights provided for in paragraph 10.

15.2 There is no obligation to compensate on the following assumptions:

- When the cancellation is due to the number of people registered is less than that prescribed in the prospectus or contract. In this case, the agency must tell in writing to consumer before the deadline set in the prospectus or in the contract. Failing that, the agency must notify the cancellation with at least 10 days before the date of departure.

- When the cancellation of the trip is due to force majeure. They are due to force majeure circumstances outside the agency, abnormal and unpredictable consequences of which could not have been avoided, despite having acted with due diligence.

16. Lack of Presentation output.

16.1 There is a lack of submission to the exit if the consumer fails to communicate their wish not to undertake the journey and not presented at the time and place of departure. In this case, loses the right to receive the quantities delivered and continues obligated to pay those that were outstanding.

16.2 However, if the lack of presentation it's a force majeure cause, the consumer is entitled to be returned the quantities delivered, minus the management fee and cancellation costs.

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IV. RIGHTS AND DUTIES OF THE PARTIES ONCE THE TRIP HAS STARTED.

17. Defective or Lack of Compliance Services

17.1 When consumers check during the trip that there is any defect or lack of provision of any service contract, shall notify in the same place as soon as possible to golfandwinespain.com or in his case, the provider of service concerned. The communication should be carried out in writing. After receiving the communication, www.golfwineinternational.net must work diligently to find appropriate solutions.

17.2 If notification is done at the time and manner indicated, the document will make the client relieve earlier evidence on the existence of the defect, unless www.golfwineinternational.net or the service provider have proven with the consumers presence, that the defect does not exist or does not meet the characteristics identified.

17.3 If the consumer does not make such communication in the time and manner indicated, must prove that alleged defects in accordance with the general criteria of proof. All damages occur or become worse by their lack of communication will be for the clients account.

18. Inability to provide a significant portion of services by organizer

18.1 www.golfwineinternational.net must adopt appropriate solutions for the onward journey if once started does not provide or verify that it can not provide a substantial part of the services provided under the contract. They are an important part of the services provided for those whose lack of implementation prevents the normal development of the travel and cause that it is not reasonable to expect the average consumer of such trip which will continue in those circumstances.

18.2 www.golfwineinternational.net can not charge any supplement for the solutions adopted for the onward journey and must pay to the consumer the difference between the services provided and delivered if applicable.

18.3 If the consumer expressly or implicitly accepts the solutions proposed by golfandwinespain.com then, will not entitled to any compensation for such changes. We consider acceptance of proposal when consumer continues the journey with solutions provided by the organizer.

18.4 If the solutions adopted by the promoter is unfeasible or consumer do not accept on reasonable grounds, the agency must:

Provide transportation to the place of departure where the trip will finish. (As mentioned in brochure or private contract)

Reimbursement of the price paid deducting the amount services already provided, unless the defect that prevents the onward journey is attributable to the consumer.

Pay to the consumer the compensation if applicable.

19. Consumer cancellation of contract during the journey

19.1 The consumer has the right to cancel the contract package once begun the trip, but may not claim reimbursement of the quantities delivered and will continue obligated to pay those that are outstanding.

19.2 If the withdrawal is due to an accident or a disease that prevents consumer from continuing travel, the agency is required to provide the necessary assistance and, if necessary, to pay the difference between the benefits provided and the supplied, minus the cancellation fee duly justified as appropriate.

19.3 In both cases, any additional costs caused by the withdrawal, and particularly the repatriation or relocation to the place of origin, are consumer responsibility and will assume the cost of it.

20. Consumer duty to collaborate for a normal development of travel

20.1. Customers must abide the instructions provide by golfandwinespain.com, as well as regulations that are generally applicable to users of the services included in the package, for the proper execution of the trip.

20.2 The serious breach of these duties empowers the agency to resolve the contract package. In this case, if the contract includes the return trip, the agency will provide the customer with a means of transport equivalent for the trip back to the place of departure or any other that both have agreed. The agency also has the right to an appropriate compensation for the damage attributable to consumer behavior.

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V. CONTRACTUAL LIABILITY FOR DEFECTIVE COMPLIANCE OR FAILURE

21. Distribution of Responsibility

21.1 www.golfwineinternational.net respond to the consumer front of the correct execution of the contract for travel depending on obligations, duties allocated to them by their respective field of management.

21.2 www.golfwineinternational.net is only responsible for co-coordinating services on travel. Any circumstance or event out of control will not be agency responsibility.

Causes for exoneration from agencies liability:

If shortcomings in the execution of the contract are attributed to the consumer.

If such defects are attributable to a third party outside the provision of services under the contract and take an unpredictable character or insurmountable.

If defects are due to force majeure, meaning such conditions beyond those who relies abnormal and unpredictable consequences of which could not have been avoided, despite having acted with diligence.

22. Limitation of Liability for non corporal damage

22.1 With regard to the limit of compensation for damages resulting from non-performance or improper performance of the services included in the package will be determined in accordance of the existing regulations in this area. As regards the damage other than personal injury, the same shall be accredited by the consumer and compensation may never exceed the total price of the trip initially hired.

In no case www.golfwineinternational.net is responsible for the cost of accommodation, food, transportation and other arising as a result of delays in departures and returns caused by force majeure of the transport companies.

When travel is made by any transport companies hired directly or indirectly by www.golfwineinternational.net, in the event of an accident, the consumer must submit the relevant claim against the carrier entity to safeguard, if any, compensation insurance, being aided and advised for free from www.golfwineinternational.net.

22.2 The limitations provided in the two preceding paragraphs will not govern, if the agency or service providers have intentionally caused harm or have acted so reckless, knowing that probably would occur.

23. Information about applicable provisions to passports and visas

23.1 The agency has a duty to report on the health formalities required for travel and accommodation, as well as on the conditions applicable to citizens of the European Union on passports and visas and be responsible for the correctness of the information to facilitate.

23.2 Customers must obtain the necessary documentation to make the trip, including passports and visas and all about health formalities. All damages that may result from the lack of such documentation will be in consumer account, in particular, expenses arising from the interruption of travel and their eventual repatriation.

24. Responsibility on services not included in the package

24.1 The rules of contractual liability of the package shall not apply to services such as making an excursion, attendance at sporting or cultural events, visits to museums and exhibitions, which are not included in the overall price of the package and that the consumer contract on an optional basis. In these cases, the agency must tell the consumer the optional nature of the provision and that is not part of the tour.

24.2 If the agency is involved in the recruitment of these benefits will respond according to the specific rules of the private contract done with consumer.

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VI. ACTIONS AND CLAIMS ARISING OUT OF CONTRACT

25. Applicable law

This contract package is governed by what is agreed by the parties and as provided in these general conditions, in the rules in force in the autonomous venue of the contract and, in the absence thereof, by the provisions of Law 21/1995, July 6, regulating the Combined Travel.

26. Complaints to the agency

26.1 Without prejudice to the legal action that person, the consumer may make written claim because of the non executed or poor performance of the contract to golfandwinespain.com within a maximum period of 30 days after the end of the tour.

26.2 Within maximum of another 30 days, according to www.golfwineinternational.net duties allocated to them by their respective field management package, must answer the written complaints made prior to deadline.

26.3 In this phase, the consumer and the agency may seek the mediation of the competent authority to find a solution to the conflict that can be satisfactory to both sides.

26.4 If the dispute can not be resolved through the claim made to the agency, the consumer may submit to the arbitration system of consumer, or, in any case, claim in the courts.

27. Validity

The validity of the scheduling of this booklet is extended, in its winter schedule from October 01, 2007 to March 31, 2008, and in terms of their summer programming, from April 1, 2008 to June 31, 2008.

28. Notes

www.golfwineinternational.net reserves the right to modify and update periodically present conditions without the obligation of prior notification to users.

www.golfwineinternational.net in keeping with the spirit of transparency written that emerges Law 21/1995 and Law 26/1984, "notes and important notes" as well as other specifications expressed in the brochure and Web, in addition to the information, are also integral part of the object of the contract travel.

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