

TERMS & CONDITIONS

It is very important that you read and understand the following booking conditions before you decide to book with MV Signature Tours Marbella. It is also important that you read the relevant Itinerary and understand what is involved in the type of Itinerary you are intending to book. MV Signature Tours Marbella only accepts bookings subject to the following booking conditions.

By making a booking you agree that you have fully read and understand these terms and conditions.

These booking conditions, the relevant web pages, each Itinerary that the Client has booked and the booking form, all of which are hereby incorporated into and shall constitute the entire contract made between the Company and the Client.

1. BOOKING

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age and resident and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

Your Booking is made with MV Signature Tours Marbella, referred to as “the Company”.

2. PAYMENT & DEPOSIT

A Contract enters into force only after the Company receives a non-refundable booking fee, a completed booking form, which the Client receives confirmation of acceptance in writing with a confirmation email. The booking fee will normally be 50% of the cost of the services. Some services may require a higher booking fee, which will be advised to the Client at the time of booking. If a booking is made within 10 days of Tour or Event, the booking fees will be the entire Tour or Event price. The balance of the total cost, must be paid no later than 10 days before day of Tour or Event. If the balance has not been received at this time, the Company will treat the contract as cancelled by the Client. Cancellation charges are applicable.

3. SURCHARGE

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

4. INSURANCE

Travel insurance is vital. It is your responsibility to ensure that you take out a comprehensive travel insurance policy to cover you during your travel. We will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

5. ACCURACY

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

6. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

Your specific passport requirements for you and your party are your responsibility. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with your passport requirements.

7. AMENDMENTS BY YOU

We will do our best to assist you in altering your arrangements after booking, but cannot guarantee that this will be possible. Any changes to the original booking must be confirmed in writing by the person signing the booking form.

8. CANCELLATION BY YOU

You, or any member of your party, may cancel your travel arrangements at any time. The cancellation will take effect from the date that written notification from the person who made the booking is received via email. Any cancellation will incur a charge to reflect the reasonable costs incurred by us in arranging and cancelling your booking. Charges for cancellation after the balance due date will vary due to the complex nature of our travel itineraries. The full costs of cancellation will be communicated to you at the point of cancellation.

9. CHANGES AND CANCELLATIONS BY US

The Company reserves the right to change or cancel any Service without prior notice. If we cancel or make a material 'major change' we will notify you as soon as practically possible and offer you the choice of (i) accepting alternative arrangements; (ii) arranging an alternative holiday with us; or (iii) cancelling your holiday with full refund. Regardless of the option you choose we will pay you compensation, unless the change has been caused by Force Majeure as outlined below:

Force majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control.

Leaving the tour

If the Client leaves the Tour voluntarily before completion of the Tour, or is required to do so by the Company on the grounds that the Client's presence is detrimental to the safety or well-being of either the Client or the Tour, then all liability that the Company may bear to that Client will cease immediately, including the Client's right to any refund. The Company will have no responsibility for any other expenses, which may arise out of such an event. If a Client becomes ill, all hospital expenses and doctors' fees are the Client's responsibility and the Company shall not be liable for any refund of the Tour cost.

10. OUR LIABILITY

Tours operated or supplied by the Company have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that the Client appreciates such risk and hazards and that they undertake all tours, treks and other activities at their own volition.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a. the act(s) and/or omission(s) of the person(s) affected;
- b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the nature of which could not have been avoided even if all due care had been exercised; or
- d. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

11. PERSONAL BELONGINGS

The Company shall not be liable for any loss or damage to personal possessions, passports and other documents, and its staff or agents are not authorised to accept responsibility for their safekeeping. We strongly recommend that you to take out insurance against loss of or damage to personal belongings.

12. HEALTH AND FITNESS

All Clients must satisfy the Company and themselves, prior to confirmation of booking, that they are fit and able to undertake and complete their chosen Tour as outlined in the relevant itinerary details published on the website or in correspondence. No unaccompanied minors (under 18 years of age) are accepted on any of the Company's Tours. Any Client with an illness or disability, or undergoing treatment for such a condition must declare the exact nature of the condition at the time of booking and make provision for any treatment or medication required during the Tour. For tours which involved a high level of physical exertion we may require participants to complete a medical questionnaire.

13. DATA PROTECTION

For the purposes of the Data Protection Act 2018 we are a data controller. In order to process your booking and to ensure that your Tour or Event arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided. The information may also be provided to security or

credit checking companies. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. We have appropriate security measures in place to protect the personal details you give us.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request.

Any comments, likenesses or images of you secured or taken on any of our Tours or Events may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

For more information on how we collect, use and store your personal data please see our [Privacy Policy](#).

14. ACCEPTANCE OF RISK

Clients are only accepted on the understanding that they accept, appreciate and understand the possible risks of adventure travel and that they agree to take these risks of their own free-will. The Client agrees to comply with all reasonable instructions of the Tour leaders, employees and agents.

15. COMPLAINTS

We make every effort to ensure that your itinerary runs smoothly but if you do have a problem, please inform us immediately, we will endeavour to put things right. Please contact us by telephone (+34)695 734 822. Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

16. COPYRIGHT AND TRADEMARKS

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