

## **Terms and Conditions – Polo Experience Clos19**

1. **Inclusions:** The package inclusions are defined within the descriptions, any specific request, add-ons or extensions to the package will be at a cost to the purchasers, Total Management, Clos19's agent, ("Agent") will define such costs for approval from the buyer. Packages are for purchase in full, and therefore, cannot be broken into individual services, apart from any initial "add-on" offerings via the Clos 19 website in conjunction with the packaged experience.
2. **Alterations and Cancellations:** Once the booking has been confirmed, if you request a change in itinerary, the Agent will do our best to meet your revised requirements. If we are able to make the requested changes you will be provided with a quote detailing any costs incurred by the Agent or its suppliers.
3. **Availability:** All package elements are subject to final availability. In the case a specific offering is no longer available, the Agent will do its best to source a similar or equivalent substitute.
4. **Special Requests:** Any special requests must be advised to us at the time of booking e.g. dietary requirements, pick-up locations, etc. Whilst every effort will be made by the Agent to arrange your special requests, the Agent cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met despite our best efforts. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed.
5. **Disabilities and Medical Problems:** The Agent will do its utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your experience, please provide full details before you confirm your booking so the Agent can advise you as to the suitability of your chosen arrangements.

### **General Agency Terms**

1. **Cancellation**  
All sales are final.
2. **Payment and Delivery**
  - a) Delivery of the Goods and or services shall be made to the Buyer's address or as otherwise agreed in writing by the Agent when they full payment of the experiences has been covered by the buyer.
  - b) The booking is only confirmed once the payment is made in full
  - c) All champagne for the Friday evening dinner is purchased through a licensed retailer as a separate transaction. You will receive a separate invoice via email from Clos19.
3. **Agency**
  - a) The Agent shall act as the Buyer's agent for the supply of Goods and Services. When acting as an agent the Agent is appointed by the Buyer to acquire on their behalf from third parties, those goods and services described in the experience detailed

- b) The Agent shall take the Buyer's instructions with reasonable skill, care and diligence

#### **4. Resale and Re-Supply of Goods and Services**

- a) The Buyer warrants that the Goods and Services being acquired from the Agent are for personal use and will not be re-sold or offered as prizes in any competition without the express written consent of the Agent.
- b) The Agent may terminate this contract forthwith if the Buyer acts in breach of the warranty given in this clause.

#### **5. Warranties and Exclusions**

The Agent warrants that its services will be carried out with reasonable care and skill and that the Goods and Services at the time of Deliveries correspond with the description given by the Agent. All other warranties, conditions or terms relating to fitness purpose, merchantability or conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by Statute or Common Law or otherwise are excluded.

#### **6. Disclaimers and Limitation of Liability**

- a) The Buyer acknowledges that the Agent's obligations and liabilities in respect of the Services specified overleaf are exhaustively defined in these Conditions. The Buyer agrees that the express obligations and warranties made by the Agent in these Conditions are in lieu of and to the exclusion of any kind express or implied Statutorily or otherwise relating to anything supplied or services provided under or in connection with a contract to which these Conditions apply including (without limitation) as to the condition quality performance merchantability or fitness for purpose of the Goods and/or Services provided under such contract or any part of them.
- b) The Agent does not exclude or limit liability for: death or injury arising from an act of negligence of the Agent or its employees; damage caused by the Agent's fraud including fraudulent misrepresentation
- c) The Buyer agrees that except as expressly provided in clause 9 and this clause, the Agent will not be under any liability of any kind whatever and however caused arising directly or indirectly in connection with a supply of Goods and/or Services to which these Conditions apply.
- d) The Buyer acknowledges and agrees that the allocation of risk contained in this clause is a recognition of the fact that it is not within the Agent's control how and for what purpose the Goods and Services are used by the Buyer

#### **7. Force Majeure**

The Agent shall not be liable for any default due to any Act of God, war, strike, lock out, industrial action, fire, flood, drought, tempest or other event beyond its reasonable control.

#### **8. Third Party Rights**

These Conditions are not intended to confer any benefit on any third party or to be enforceable by any person not a party a contract to which these Conditions apply.