

# General Terms & Conditions – Squash Voyage

## 1. Acknowledgement and acceptance of General Conditions

- 1.1. The website [www.squash.voyage](http://www.squash.voyage) (**Site**) is owned and operated by K pfer Solutions GmbH (CHE-389.802.190) and its related and associated bodies corporate (**Squash Voyage, SV, us, we, our**).
- 1.2. Your (**customer, you, your**) access and use of the Site (collectively, your **Access**) is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page and elsewhere on the Site (**General Conditions**). Your Access to the Site constitutes your agreement to be bound by the General Conditions. We reserve the right to revise, amend and update the General Conditions at any time effective on the date of posting to the Site of the new and amended provisions.
- 1.3. The materials displayed on the Site, including all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the Site (**Content**) and the reservation service provided through the Site (**Service**) are provided for your personal, non-commercial use only, subject to the General Conditions.

## 2. Ownership of content on the Site

- 2.1. The Content is protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Site.
- 2.2. You must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit or distribute this Content in any way except:
  - by using a content or social media sharing plugin provided on the Website, such as the "send to a friend" button; or
  - with our express prior written consent; or
  - as otherwise expressly provided for in the General Conditions.

## 3. Scope of our Service

- 3.1. Squash Voyage provides international events around the sport of Squash. The Site provides a publication instrument to the Squash Event Provider of Squash Voyage.
- 3.2. The Site also provides an online booking platform through which external Squash Event Providers (collectively, the **Squash Event Provider**) can advertise their squash event, activity and tour packages for reservation by you.
- 3.3. By making an event registration through the Site, you enter a direct contractual relationship with Squash Voyage or the external Squash Event Provider. Should you register to external squash events, Squash Voyage solely acts as an intermediary between you and the Squash Event Provider. We will transmit the details of your reservation to the relevant Squash Event Provider and will send you a confirmation e-mail on behalf of the Squash Event Provider.

## 4. Information on the Site

- 4.1. We provide the Content on the Site solely to assist you in gathering information about goods and services, determining the availability of goods and services, doing legitimate purchases or otherwise transacting business with Squash Event Provider and for no other purpose.
- 4.2. The Content on the Site is based on the information provided to us by the Squash Event Providers. The Squash Event Providers are asked to check the Content and prices they have provided to us on a regular basis. We expect the Squash Event Providers to provide any relevant updates in relation to prices, availability and other information that is displayed on the Site; however, the Content may include inaccuracies or errors (including pricing errors). We do not guarantee the accuracy of, and to the extent permitted by law, disclaim all liability for errors or other inaccuracies relation to the information and description of goods or services displayed on the Site (including the pricing, photographs, details of inclusions and general descriptions).

- 4.3. The information provided is not intended to replace or serve as a substitute for any professional or expert advice, consultation or service and must not be relied upon as such.

## 5. No endorsement

- 5.1. We act as an intermediary between you and the Squash Event Providers. We are not responsible for the delivery of the product or service you have reserved with a Squash Event Provider.
- 5.2. We endeavour to select the Squash Event Providers based on their reputation, our experience, our knowledge of the industry and customer feedback, however we cannot guarantee and expressly make no representation that a Squash Event Provider will provide or perform the relevant product or service according to your purpose or what is displayed on the Site.
- 5.3. The Site does not constitute and should not be regarded as an endorsement of the quality, service level, qualification or rating of the products and/or services displayed on the Site.

## 6. Access to the Site

- 6.1. You may view the Site using your web browser and save an electronic copy, or print out a copy, of parts of this Site solely for your own personal use, information, research or study, but only if you keep all Content intact and in the same form as presented on the Site (including all copyright, trade mark and other proprietary notices and all advertisements).
- 6.2. You must not access or use the Site or the Content in any manner or for any purpose which:
  - is illegal or prohibited by any laws that apply to you;
  - violates our rights in any way; or
  - is prohibited by the General Conditions.
- 6.3. You must take your own precautions to ensure that the process which you employ for accessing the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system or data which arises in connection with your Access.
- 6.4. You must not use the Content for commercial purposes without first obtaining our express written authority.

## 7. Disclaimer and limitation of liability

- 7.1. Although we have no reason to believe that any information contained in this Site is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep this Site updated.
- 7.2. We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in this Site. We and our directors, officers, agents, employees and contractors do not guarantee or warrant the Site will be uninterrupted, without delay, error-free, omission-free or free of viruses. The Content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.
- 7.3. Neither we nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, however arising (whether in negligence or otherwise), in connection with your Access, the Content or any omissions from the Content, except where liability is made non-excludable by legislation.
- 7.4. To the extent permitted by law, we are not responsible for and shall not be liable in connection with the supply of the goods and services which are provided to you by Squash Event Providers or for ensuring the Squash Event Provider delivers the goods and services or otherwise meets your purposes or requirements. To the extent permitted by law, we do not guarantee or endorse the authenticity, quality, safety, or legality of any goods or services offered by Squash Event Providers.
- 7.5. The Squash Event Providers are independent contractors and not agents or employees of us. To the extent permitted by law, we shall not be liable for any acts, errors, omissions, guarantees, warranties, representations, breaches, default or negligence of any such Squash Event Providers or for any personal injuries, death, property damage or other damages or expenses resulting therefrom.
- 7.6. To the extent permitted by law, we have no liability and will make no refund in the event of any delay, cancellation, strike or any event outside of our direct control and we shall have no

responsibility to you for any additional expenses, omissions or delays in connection with the goods or services purchased through the Site.

7.7. To the extent permitted by law and without limiting your rights under the Swiss Consumer Law, if we fail to comply with a statutory guarantee which by law may not be excluded, then to the extent the law permits us to limit our liability, our liability for any breach of such guarantee shall be limited, at the election of us, to providing you with any one or more of the following remedies:

- redelivery of the relevant services;
- payment for supply of the equivalent services; or
- a refund of the amount received by us for the services.

## **8. Pricing**

8.1. We endeavour to ensure the prices provided by Squash Event Providers on the Site are competitive. We request the best prices available from the Squash Event Providers.

8.2. The Site is a marketplace venue only. The Squash Event Providers and you, as required, are responsible for all taxes (including GST, VAT and Sales Tax), duties, fees or other charges relating to the supply of goods or services generally and/or the international supply of goods or services.

8.3. Some prices on the Site are available for a specific package that carries special restrictions and conditions, for example in respect of cancellation and refund. You must check the specific details and terms and conditions of each package thoroughly for any such conditions prior to making your reservation.

8.4. Most of the prices displayed on the Site are fixed prices provided by the Squash Event Providers. Some packages that include accommodation have variable prices based on the availability of the relevant accommodation. Where this is the case, we recommend you contact us using the contact us button on the event site and request a current quote for your preferred dates. In such event, we will contact the Squash Event Providers and obtain the best rate available at the time of the enquiry.

8.5. Prices are subject to changes and can be adjusted at any time by a Squash Event Provider prior to your booking being confirmed.

## **9. Deposit and payment**

9.1. We do not apply a "booking fee" or "agent fee" in order to ensure we can offer the most competitive prices to you. We believe you should not pay more when using our Services.

9.2. Where a deposit is requested at or after the time of booking, the required amount represents a percentage of the full amount payable to the Squash Event Provider for the booking. The deposit required may vary depending on the terms and conditions of each Squash Event Provider.

9.3. The deposit amount will be either:

- charged by and payable to us and then transferred to the relevant Squash Event Provider; or
- charged by and payable directly by the relevant Squash Event Provider.

9.4. Some packages require prepayment in part or in full. If a payment is not made as required by the terms and conditions applying to a reservation, that reservation may be cancelled (without warning or prior notice of default) and any amounts already paid may be retained by the Squash Event Provider.

9.5. For payments made by credit card, your credit card details will be securely collected through the Site by our third party, PayPal, which processes online payments. You may read more about PayPal (including their terms of use and privacy policy) at [www.paypal.com](http://www.paypal.com).

9.6. Prior to confirming your reservation and processing your payment of deposit, we will request confirmation of availability from the relevant Squash Event Provider. This confirmation usually takes up to 2 business days. If your booking request is not confirmed, no charge will apply, and your payment details will be deleted from our records.

## **10. Cancellation policy of events provided by Squash Voyage**

10.1. In case you cancel booked events, Squash Voyage shall be authorised to bill costs already incurred, such as hotel bookings, external registration costs, taxi services, catering costs as well as other up-front costs as per current expenditure in any case. The respective costs are to be disclosed.

10.2. For cancelling the charter order in whole or in part, you shall also bear the following costs:

- from conclusion of the booking up to the 21st day prior to the booked event, 10% of the agreed event price,
- from the 20th day to the 7th day prior to the booked event, 25% of the agreed event price,
- from the 6th day to 48 hours prior to the booked event, 50% of the agreed event price,
- from 48 hours to 24 hours prior to the booked event, 75% of the agreed event price,
- from 24 hours prior to booked event or in default of appearance, 100% of the agreed event price shall be payable by the customers.

## **11. Cancellation policy of events of external Squash Event Provider**

11.1. You should ensure you are familiar with the terms and conditions of the external Squash Event Provider before submitting a booking request as some packages are not eligible for cancellation or change.

11.2. By submitting an event registration, you agree to the General Conditions and to any additional terms and conditions (including any cancellation, prepayment and no-show policy) of the relevant Squash Event Provider that apply to your reservation.

11.3. The general cancellation and no-show policy of each Squash Event Provider is made available on each Squash Event Provider's website, during the booking request process or in the confirmation e-mail.

11.4. Further to clause 11.3., you are responsible for any late payments, incorrect or invalid bank, debit card or credit card details or insufficient funds. In such event, unless the relevant Squash Event Provider agrees or allows otherwise, you will not be entitled to any refund of any prepaid amount.

11.5. Our Service includes managing the initial booking process with a Squash Event Provider but does not include post booking management or changes. This includes booking cancellation, changes of dates, special requirements, upgrades or arranging additional services. For such requests, you will need to contact the relevant Squash Event Provider directly using the contact information provided in the booking confirmation.

## **12. Accuracy of your booking details and health requirements**

12.1. You are responsible for ensuring the information you provide to us is accurate and complete (including your date of birth, payment details, contact details, level of squash ability, level of fitness and any health issues or requirements the Squash Event Provider should be made aware of and any other information the Squash Event Provider requests you to provide.

12.2. The information you provide will be used to confirm your booking and communicate additional information to you. Errors in the information you provide may affect the confirmation of your booking.

12.3. By booking a squash package including on court and off court cardio activities, you acknowledged that your health and level of fitness allows you to participate in such activities. If you book a package for a child aged less than 18 years old, you acknowledge that the level of fitness of the child is suitable for the intensity of the package booked. Some packages include high intensity programs that require a high level of fitness. The Squash Event Provider may require an additional health/consent form and/or disclaimer prior to confirming your participation in a program.

12.4. The health and fitness information you provide will be used by the Squash Event Provider to anticipate whether the relevant program is suitable for you. Inaccurate or incomplete information being provided may result in the Squash Event Provider refusing your participation in a program where the Squash Event Provider believes there is a health risk, or your squash ability is not appropriate for that program.

12.5. Each package displayed on the Site includes a description that specifies the details of the program including the proposed schedule, age requirements and squash ability requirements (if any). Prior to booking a package, you must thoroughly consider the description of each package to ensure the program suits your level of fitness, other health requirements and squash ability.

### 13. Customer reviews

- 13.1. We may publish reviews, comments and other submissions on the Site in connection with Squash Event Provider and goods or services offered by them. To the extent permitted by law, we do not endorse Squash Event Providers and we will not be taken to give any guarantees, warranties or representations in connection with Squash Event Providers or goods or services offered by them, including by publishing such materials.
- 13.2. By completing a booking request, you agree to receive an e-mail which we may send to you inviting you to complete a customer review form. Please see our privacy policy for more information about how we may contact you.
- 13.3. By completing a customer review form you agree:
- the review may be (wholly or partly) uploaded to the Site;
  - the review may be used by us or a Squash Event Provider, in our absolute discretion, on the Site or by any other means, for marketing, promotion or improvement of our Services or a Squash Event Provider's services;
  - the content of the review becomes the property of us;
  - every review is checked by our team prior to publication on the Site. We have a zero-tolerance policy for fake or inappropriate reviews, and we reserve the right to adjust, refuse or remove a review where we believe, in our absolute discretion, the review may be false, exaggerated, disrespectful, inappropriate or unfair towards a Squash Event Provider;
  - when necessary, we may contact you and/or the Squash Event Provider to check the accuracy of your review;
  - in the case of a negative review, if we consider a Squash Event Provider has underperformed or did not provide you with a satisfactory service, we will publish that review on the Site.

### 14. Indemnity

- 14.1. You must indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:
- any breach by you of the General Conditions; or
  - reliance by you on any information obtained through the Site; or
  - your Access to the Site.

### 15. Copyright

- 15.1. Copyright in this Site (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by the General Conditions, you may not in any form or by any means:
- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Site; or
  - commercialise any information, products or services obtained from any part of this Site.

### 16. Trade Marks

- 16.1. Except where otherwise specified, any word or device to which the TM or a symbol is attached, is a trade mark in which we claim proprietary rights.
- 16.2. If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trademarks:
- in or as the whole or part of your own trademarks;
  - in connection with activities, products or services which are not ours;
  - in a manner which may be confusing, misleading or deceptive; or
  - in a manner that disparages us or our information, products or services (including this Site).

## 17. Termination

17.1. We may terminate access to this Site at any time without notice. The General Conditions will nevertheless survive any such termination.

## 18. Governing Law

18.1. The General Conditions are governed by the laws in force in Switzerland. You agree to submit to the exclusive jurisdiction of the courts in Bern, Switzerland.

## 19. Swiss Consumer Law

19.1. If you are accessing the Site in Switzerland, the Swiss Consumer Law may apply. Under the Swiss Consumer Law, consumers have certain rights which cannot be excluded, including guarantees and/or warranties as to the acceptable quality and fitness for purpose of goods and services.

19.2. Nothing in the General Conditions shall be read or applied to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.

19.3. Any express warranty given in the General Conditions is in addition to and does not limit your rights under the Swiss Consumer Law.

## 20. Disputes

20.1. You may notify us about any complaints or issues in connection with any of the Services. Please forward any complaints by e-mail to [info@squash.voyage](mailto:info@squash.voyage).

20.2. Prior to commencing any proceedings, you agree to participate in discussions with us and/or the Squash Event Provider for a period of 30 days from the date you give notice of your complaint. This provision shall not operate to prevent any party from commencing Court proceedings for urgent or interlocutory relief.

## 21. Advertising and links to other web sites

21.1. The Site may contain links to third party sites (**Linked Sites**). Linked Sites are not under our control and we are not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site (**Subsequent Site**). We may provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by us or by our directors, officers, agents, employees and contractors. You link to any Linked Site or Subsequent Site entirely at your own risk.

21.2. Neither we nor our directors, officers, agents, employees and contractors give any representation or warranty as to the reliability, accuracy or completeness of any Linked Sites or Subsequent Sites, nor do we or they accept any responsibility arising in any way (including negligence) for errors in, or omissions from any Linked Sites or Subsequent Sites.

## 22. General

22.1. We do not accept any liability for any failure to comply with the General Conditions where the failure is due to circumstances beyond our reasonable control.

22.2. If we waive any rights available to us under the General Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

22.3. If any of the General Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

22.4. No agency, partnership, joint venture, principal-agent, employee-employer or franchiser-franchisee relationship is intended or created by this General Conditions.

22.5. "Including" or "includes" are not words of limitation.

## 23. Privacy

23.1. You agree to receive calls from us at any of the telephone numbers (including mobile telephone numbers) that we have collected from you as authorised and described in our privacy policy or that we have obtained from third parties or collected by our own efforts. If the telephone number that we have collected is a mobile telephone number, you consent to receive SMS or other text messages at

that number. You agree we may contact you in the manner described above at the telephone numbers we have in our records to contact you for reasons relating to your use of our Services (such as to collect a debt, resolve a dispute, or to otherwise enforce our General Conditions) or as authorised by applicable law or to contact you for marketing, promotional, or other reasons.

23.2. We may share your telephone numbers with the Squash Event Provider and other Providers (such as billing or collections companies) who we have contracted with to assist us in pursuing our rights or performing our obligations under the General Conditions or any other agreement we may have with you. These Squash Event Providers may also contact you using autodialed or pre-recorded messages calls and/or SMS or other text messages, only as authorised by us to carry out the purposes we have identified above and not for their own purposes.

23.3. We will not share your telephone number with non-affiliated third parties for their purposes without your explicit consent but may share your telephone numbers with our related bodies corporate and our affiliates, for their use, as authorised under our privacy policy.

#### **24. About Squash Voyage**

24.1. Squash Voyage is a Website run by the company K pfer Solutions GmbH which is based in Switzerland and operates under Swiss laws. For information about how we handle personal information, please refer to our privacy policy accessible from the Site. For any comments or questions about our General Conditions or our privacy policy, you can contact us by e-mail using the contact us link available on the Site.

K pfer Solutions GmbH

Belp, January 24, 2019