

Terms and Conditions

All services provided by *The Sommelier Tours Limited* (also referred to in this contract as *The Sommelier Tours*) operate under the following Terms and Conditions:

1. Introduction and Definitions

- *The Sommelier Tours Limited* is an international company that emerges from the dedication of two spanish entrepreneurs with a deep appreciation for the wine culture. The Sommelier Tours wants to provide a premium, all inclusive service for Hong Kong wine lovers seeking a personalized, sophisticated, and exclusive wine experiences. We have meticulously designed this company to cater specifically to your desires for exceptional wines, exquisite landscapes, and authentic cultural encounters. Thus, the genesis of "The Sommelier Tours" stems from our commitment to providing unparalleled and specialized experiences that resonate with your refined tastes and desire for authentic cultural immersion. Spain's prestigious wine regions have long captivated enthusiasts globally, and our goal is to curate an unparalleled journey through these esteemed vineyards.
- These frequently used terms are defined as following:
 - **All-inclusive:** business class return flights between Hong Kong International Airport and either Madrid Adolfo Suarez-Barajas International Airport or Barcelona Josep Tarradellas-el Prat International Airport, including lounge access, airport transfers in a private vehicle, tour group transport between designated tour locations (wineries, hotels, historical sites, vineyards and nature walks), accommodation with a minimum of a four(4) star rating, three (3) daily meals, bottled water on demand, winery tours, vineyard tours, historical site tours, guided nature walks (specific activities conducted in wineries and vineyards will be determined and managed by the winery as a legal entity and **not** by the *Company*) and premium travel insurance. Synonyms include *Included Services*.
 - **Company:** *The Sommelier Tours Limited* (also referred to as *The Sommelier Tours*)
 - **Confidential Information:** this refers to data, files, images, videos, documents, audio recordings, AI-generated multimedia or scripts, organically written scripts, financial records, or any other sort of digital, informational or physical material in any way related to the *Company* which is only permitted to be disclosed to the owners of the *Company*. This information may become *Non-confidential Information* under at least one of the following conditions:
 - **All Company** owners mutually consent to the disclosure of the *Confidential Information*.
 - The *Company* is legally required to do so due to an order or warrant issued by the judicial system of a sovereign jurisdiction in which the *Company* operates.

- The *Confidential Information* in question is no longer classified as “Confidential” and can therefore be disclosed to the public.
- **Cost/s:** the legal tender that the *Company* must pay to *Service Providers*.
- **Customer/s:** an individual person, groups of people or other legal entities which pay legal tender to the *Company* in exchange for a service.
- **Exclusions:** any products and services which are not explicitly stated in *All-inclusive* definition, or that of which cannot be defined as *Extras*. These will not be provided to the *Customer* by the *Company*, regardless of payment made for a *Service* or *Extras*.
- **Extras:** services which are not specified in the *All-inclusive* section but which can nonetheless be purchased from the *Company* for a *Fee/s*. Synonyms include *Extra Services*, *Additional Services*.
- **Fees:** any legal tender which the *Customer* will pay to the *Company* in exchange for the *Company* providing corresponding *Extras* to the *Customer*.
- **International Company:** the *Company*, which conducts business operations in more than one (1) sovereign jurisdiction.
- **Non-confidential Information:** this refers to data, files, images, videos, documents, audio recordings, AI-generated multimedia or scripts, organically written scripts, financial records, or any other sort of digital, informational or physical material in any way related to the *Company* which is **allowed** to be disclosed to third parties.
- **Pending Booking:** when a prospective *Customer* exits the booking procedure before entering and submitting payment details (i.e. the prospect has entered and submitted their contact email address and consented to the *Company* to use this email address in line with the **Privacy Policy Document**, but has not attempted to pay for the *Company's Service*).
- **Prices:** the amount of legal tender which the *Customer* must pay to the *Company*.
- **Pricing:** refers to the *Prices* designated for each *Service* and *Extras*.
- **Service:** wine tours in Spain which are *All-inclusive*, which can be upgraded with *Extras*.
- **Successful Booking:** when a *Customer* and their financial institution mutually authorize a transaction as a payment to the *Company* which is equal to the exact summed up *Price* of the *Service* and *Extras* requested by the *Customer* (i.e. the *Customer* pays in full for *Services* and *Extras* offered by the *Company*).
- **Unsuccessful Booking:** when a *Customer* authorizes a transaction from their legally-recognized financial institution to make a payment to the *Company* (i.e. the *Customer* attempts to pay for a service offered by the *Company*, but the payment method is declined either by the *Customer's* financial institution or by the *Company*).
- **Website:** an internet site owned and operated by the *Company* under a domain owned by the *Company*, which serves the purpose of informing prospective buyers about our *Service* and all other aspects concerning the *Company*, with exclusion to *Confidential Information* of the *Company*.

2. Bookings, Reservations and Payment:

Bookings and reservations will be carried out through our user-friendly online platform. Our *Website* offers a user-friendly interface, allowing visitors to easily explore our all-inclusive tour itineraries which are customizable upon the *Customer's* request. We provide detailed *Non-confidential Information* with clear descriptions, dates, inclusions, optional extras, exclusions, pricing and tax information for each tour package.

The Booking Process will be carried out online on our *Website*. The *Customer* will be able to select their preferred tour itinerary and customize options such as group size, preferred dates, preferred accommodation level (i.e. basic or suite in a hotel) and additional services. Once this form is submitted, *The Sommelier Tours Limited* will receive the form and contact the customer within 1 working day with an accurate quote for their desired itinerary. Please note that submitting the quote does **not** result in the prospective customer being charged or billed. If the customer explicitly agrees to the itinerary and the quote, they will be charged a deposit equal to 50% of the final amount indicated on the quote if the tour will begin in over 40 calendar days from the purchase date. This deposit can be transferred to the Hong Kong SAR bank account of *The Sommelier Tours Limited* within 2 working days from making the agreement, via direct bank transfer. If the customer books the tour within 39 calendar days or less from the initial tour day, they will be required to pay the full amount of the tour within 2 working days in order to secure the tour.

All the prices, the included services and any additional costs will always be transparent and clear information provided to the customer on the website. Moreover, *The Sommelier Tours* provides a support service channel available to handle inquiries, address concerns, and assist with any issues related to reservations

An unsuccessful booking will occur when one or more of the following circumstances apply:

- The prospective customer fails to transfer the agreed upon amount (either the 50% deposit or the full amount of the tour) to the Hong Kong SAR bank account of *The Sommelier Tours Limited* within 2 working days.
- The prospective customer has paid the tour deposit, but fails to pay the outstanding amount prior to 28 calendar days before the tour start. In this case, the prospective customer would be refunded in accordance with our *Refunds, Changes and Cancellations Policy*.

A *Successful Booking* must take place a minimum of 28 calendar days prior to the intended departure date in order for the *Company* to be able to guarantee *Service*

After the tour, the customer will receive an email of feedback encouragement to continuously improve services and address any concerns raised by customers.

2. Inclusions for All Packages

2.1 Accommodation

- Winery Boutique Hotels
- Minimum 5 star accommodation or boutique winery hotels
- Baggage handling

2.2 Flights and Airport Transfer

- Round-trip business class flights with Cathay Pacific or SwissAir
 - Including lounge access in Hong Kong, Madrid and Barcelona's international airports
- Airport transfers in a private vehicle in Hong Kong between the airport and the customer's place of residence
- Airport transfers in a private vehicle in either Madrid or Barcelona between the airport and the customer's booked accommodation (managed and booked by us also).

2.3 Intercity Transport in Spain

- Private vans, such as Mercedes Vito, for groups between 3-8 people
 - Air-conditioned
 - Inbuilt high-speed wifi and entertainment system
 - Guide and translator if necessary
- SUVs, such as BMW X5, for groups between 3-8 people
 - Air-conditioned
 - Guide and translator if necessary

2.4 Activities

- Winery tours
- Vineyard tours
- Wine tasting
- Historical site visits
- Coastal nature tours
- Seasonal events
- Traditional events

2.5 Meals & Drinks

- Includes three (3) daily meals: breakfast, lunch and dinner
- A set number of lunches and/or dinners in Michelin restaurants.
- Bottled water on request
- Bar service at designated accommodation

2.6 Guided Tours

- Guided winery tours. Which wineries will provide what type of tours will be determined by the *Winery Funnel* document.
- Wine tasting flights with advanced sommelier notes.
- Guided city tours to historically significant sites in Spanish cities, such as the Segovia aqueduct, the Sagrada Familia in Barcelona or Plaza Mayor in Madrid. Base each tour on availability through a built contact list on the *Guided City Tours Funnel* document.

2.7 Cultural Immersion

- Guides who have a deep and insightful knowledge on the cultural heritage of Spain's wineries, historical sites and historical regions will be hired to provide the tours. If necessary, Mandarin and Cantonese translators will be provided.

2.8 Premium Travel Insurance

- All-inclusive travel insurance for the amount of days spent away from the territory of HKSAR will be provided for each paying customer. We must first determine which insurances this will cover, ie:
 - Health insurance
 - Life insurance
 - Medevac
 - Third party insurance
 - Property insurance
 - Contents insurance

2.9 Visa Application

- Holders of a valid* HKSAR or Macao SAR passport can enter Spain for tourism visa-free for 90 days.
- For holders of valid* Mainland Chinese Passports, they will need to submit to *The Sommelier Tours* details and a copy of a valid Schengen Visa with at least 90 days validity.

*a passport stops being valid 6 months before the expiry date

3. Extras

- Upgrade from deluxe room to suite in hotels, and from business to first class cabin on flights (except in short-haul flights, where only business class cabin is available)
- Extra packages including the following: footballer, health & wellness, golfer, adventurer, and arts & culture.

4. Exclusions

- Extra meals, snacks and drinks not included in the travel package
- Extra wine, drinks or any other item not included in a set menu which the customer may order independently during meals
- Personal items for the trip, such as clothing and hygiene products.
- Bar service will be provided in every accommodation (we strongly advise the customer to let us know if this is not the case in one of their stays), however this bar service is **not** included in the total cost of the travel package and must be paid for directly by the customer.
- Gifts, souvenirs and duty-free products
- Tobacco products and alcohol (except wine provided during tastings, tours and meals, which **is** included in the travel package)
- Any activities not included in the package which the customer voluntarily chooses to pay for
- Visa services to enter Spain and the Schengen Zone.
- Legal representation in any jurisdiction in the case of criminal or administrative liability (i.e. we cannot and will not represent the customer in the unfortunate case that he/she is held criminally or administratively liable for an offence or infraction).
- Legal representation in insurance claims.

5. Force Majeure

Extreme circumstances where neither the *Company* nor the *Customer* have any control over the situation. In such cases, the *Company* will either compensate the *Customer* with a service which is equal to or of higher quality than the original, or alternatively will reimburse the *Customer* in full.

6. Conduct and Safety

6.1 Compliance

Customers are required to comply with all instructions, rules, and regulations provided by the *Company* and its staff during the provision of *Services*.

6.2 Safety

The *Company* prioritizes the safety of its *Customers*. *Customers* must adhere to safety guidelines provided by the *Company* and exercise caution during wine tasting activities. The *Customer* agrees to comply and cooperate with local legislation at all times on the tour. Lack of compliance with Safety Guidelines and local Law may result in the immediate cessation of the provision of *Services* and nil refund.

6.3 Liability

The *Company* shall not be liable for any loss, damage, injury, death or expense incurred by the *Customers* during the provision of *Services*, except where such loss, damage, injury, death or expenses arise as a direct result of the *Company's* negligence.

7. Age Restrictions

7.1 Legal Drinking Age

Customers must be of legal drinking age in the jurisdiction where the *Services* are provided, which in this case is equal to or above eighteen (18) years of age.

7.2 Identification

The *Company* reserves the right to request identification to verify the age of the *Customers*. Furthermore, the *Company* reserves the right to request a copy of the identification page of the *Customer's* passport in order to ensure that the passport is valid for at least six (6) months and to ensure that the identity document matches the details provided on the billing information as well as on the guest information.

8. Intellectual Property

8.1 Ownership

All intellectual property rights associated with the *Services*, including but not limited to trademarks, logos, and content, are the property of the *Company*.

8.2 Use of Content

Customers may not use, reproduce, or distribute any content provided by the *Company* without prior written consent.

8.3 Forwarding or Sharing of Publicly Available Material

Customers may share via social media or any other method any non-confidential *Company* information or intellectual property which is publicly available, without any restrictions unless explicitly stated otherwise.

9. Amendments

9.1 Changes to Terms

The *Company* reserves the right to amend these *Terms* at any time. Any amendments will be effective immediately upon posting on the *Company's* website, social media accounts or any other publicly available form of media.

10. Governing Law and Jurisdiction

10.1 Jurisdiction

These *Terms* shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), and in accordance with the laws of the Kingdom of Spain only during the provision of *Services*. Any disputes arising out of or in connection with these *Terms* shall be subject to the exclusive jurisdiction of the courts of the HKSAR of the PRC.

By booking our *Services*, the Customer acknowledges that they have read, understood, and agreed to be bound by these *Terms and Conditions*.