

## **Terms & Conditions**

This website is operated by Sunny Beach Takeover (referred to as “*SBT*”, “*Sunny Beach Takeover*”, “*Takeover Events*”, “*we*”, “*our*”, “*us*”).

As user of this website (referred to as “*you/your*”) you acknowledge that any use of this website including any reservations you make is subject to our terms and conditions below. Please read through these terms and conditions carefully before using this website print a copy for future reference.

### **1. General**

**1.1** SBT reserves the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website of SBT and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.

**1.2** If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website

**1.3** When you use certain SBT services, please read the additional information provided with regards to such services as this information will provide you with full details on how to use such services.

### **2. Order process**

**2.1** All orders that you place on this website will be subject to acceptance of these terms and conditions.

**2.2** The ‘confirmation’ stage sets out the final details of your order. Following this, we will send to you an order acknowledgement email detailing the products you have ordered. Please note that this email is not an order confirmation or order acceptance from SBT.

**2.3** Acceptance of your order and the completion of the contract between you and us will take place on confirmation of the booking details to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it (please refer to Returns Policy).

### **3. Payment**

**3.1** We take payment from your card at the time we receive your order, once we have checked your card details and availability. Tickets are subject to availability. In the event that we are unable to supply the Tickets, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the Tickets.

**3.2** The price you pay is the price displayed on this website at the time we receive your order apart from the following exception:

While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

**3.3** All prices are shown in £ / British Pound and include VAT at the applicable current rates.

### **5. Returns, Cancellations and Substitutions**

**5.1** All single event & excursion tickets are non-refundable except in the case where the excursion/event does not operate or the substitution offered to the customer is not satisfactory. SBT accepts no liability for tickets booked in error.

**5.2** Sometimes the activity specifications from the organiser may change, in which case we will do our best to offer you a similar alternative. Where applicable, you may cancel your order in accordance with your rights under the Distance Selling Regulations.

**5.3** All timings and itineraries are approximate but we do try to make sure that they are as accurate as possible.

**5.4** Deposits for the Gold Event Packages are non-refundable under all circumstances. On a fully paid package, you can claim a refund back, minus the deposit, if you claim at least 28 days before your arrival. This refund will be subject to a 5% surcharge for transaction fees that SBT have incurred.

**5.5** Full Payment for the Gold Package must be paid no later than 7 days before your arrival. SBT hold the right to charge a £10 late payment fee/admin fee if the customer pays their final

balance after the due date. SBT also hold the right to cancel the booking entirely with the deposit non-refundable.

## **7. Liability and Indemnity**

**7.1** SBT will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website [www.sunnybeachtakeover.com](http://www.sunnybeachtakeover.com) will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and [www.sunnybeachtakeover.com](http://www.sunnybeachtakeover.com) accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

**7.2** SBT take no responsibility for loss or damage of any personal belongings of the customer on any of the events.

**7.3** SBT take no responsibility or liability for injury on the events sold on this website, both individually and in a package. Any issues involving theft, injury or grievance must be dealt with the event suppliers themselves

**7.4** We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

**7.5** The contract between us shall be governed by the laws of Bulgaria and any dispute between us will be resolved exclusively in the courts of Bulgaria. English is the only language offered for the conclusion of the contract.

**7.6** SBT shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

**7.7** To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you

have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

**7.8** You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by SBT

7.9 SBT reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party.

7.10 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

8.10 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and [www.sunnybeachtakeover.com](http://www.sunnybeachtakeover.com) relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and SBT for your use of this website.

The Sunny Beach Takeover website is operated by:

SBTO  
Dragan Tsankov  
Street nr. 20  
Varna, Bulgaria

We recommend you print out a copy of these terms and conditions for future reference.

Any questions or complaints about these Terms and Conditions or any product purchased using the Sunny Beach Takeover website, may be directed to Customer Services in writing to SBT FAO: Marc Watts, Head Office, Disco DGV, Sunny Beach East, Bulgaria.

## **Payment Options**

### **Accepted Methods of Payment**

Credit Card, PayPal

### **Credit Card Charges**

Your credit card will be charged when you place your order. If we are not able to fulfill your order for any reason your credit card will be refunded.

## **Shipping**

Your order will be confirmed by email within 48 hours of us receiving your booking order.

We strive to provide honest and accurate information at all times. If we have got something wrong, it is a genuine human error. Please let us know so that we may correct it.

Content shown on this website is for information purposes only. Any opinions shown are those of the author/editor of each particular page and do not necessarily reflect the opinions of SBT or its owners. Any comments added by external users on blog posts, forums and other user interactive content do not reflect the opinions of SBT and are not censored. Where an opinion is provided it is a personal opinion and not a statement of fact.

In some cases we have used information provided on businesses own websites for the purpose of providing the most accurate details and for effective advertising. No copyright infringements are intended.

We are not professional photographers or journalists. We welcome the submission of higher quality pictures to be used on this site.

We reserve the right to limit the number of companies or establishments we promote and we also reserve the right to decline any piece of advertising.

SBT does not control, sponsor, endorse or otherwise approve of any information, content or statements appearing on any websites which are linked to from this site.

All information conveyed on this website is for general description purposes. Whilst every effort has been made to portray information accurately, SBT will not be held responsible, whatsoever, for any anomalies or discrepancies found on this website.

SBT acts as an agent only for event, activity and excursion companies and is not responsible for the running of, promotion of or ticket issue of such events, activities or excursions. SBT does not control, endorse, sponsor or have any responsibility for the actions of the suppliers of events, activities and excursions for whom we act as an agent.

SBT accepts no liability or responsibility for any accidents, incidents or any other issue which may occur in Sunny Beach or elsewhere.

When paying a deposit for an activity, event or excursion you are bound by the terms and conditions of the supplier of that activity, event or excursion. Full terms and conditions for any event, activity or excursion can be supplied upon request.

**DISCLAIMER:** SBT is not responsible for the running of, promotion or organisation of any of the events listed on this site. SBT accepts no responsibility or liability for any incidents, accidents or other issues which may occur in Sunny Beach or elsewhere.

**DISCLOSURE:** This website contains affiliate links for which SBT may be paid a commission or referral fee if you subsequently make a purchase on or sign up to a third party site following a click through from this website.

