



TERMS AND CONDITIONS OF THE QUEEN OF CLUBS' SERVICES AND EXPERIENCES

These Terms and Conditions (“**T&Cs**”) govern the sale by Queen of Clubs of certain bespoke services and experiences.

Services and experiences can be sold by Queen of Clubs either individually or as part of a package. Queen of Clubs acts as a wholesaler that buys and resells services and experiences.

Please read these T&Cs carefully, referring specifically to the sections that apply to you based on the Queen of Clubs' service and/or experience booked and sold.

By making a booking with Queen of Clubs, you declare to have read and understood and to accept in full these T&Cs, including all terms and conditions set out in the Special Part.

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DEFINITIONS

“**Experience/s**” – means all bespoke experiences conceived, designed, prepared, and sold by QoC. The experiences may include, but are not limited to, exclusive city trips, helicopter tours, tasting experiences, discovering nature art, and history, as well as customized visits and exclusive lunches or dinners;

“**Package**” – means a pre-arranged combination of at least two Services and/or Experiences sold by QoC at an inclusive price, where the combination of the type of Service and/or Experience could be, by way of example, but not limited to: passenger ground and private air transport, accommodation, restaurant or catering, admission to cultural events, tailor-made tours or customized visits, guide service, and special assistance, including but not limited to airport greetings and any other personalized service or experience that may not be mentioned in these T&Cs.

“**Queen of Clubs**” or “**QoC**” or “**us/we**”– means, in general terms, the company of our group that sells a Service and/or an Experience to you, both individually or under a Package. All the companies of the QoC’s group are listed below:

- “**QoC UK**” - means **Queen of Clubs Lifestyle Luxury Services Ltd**, with its registered office at 3 Water House Square, 138 Holborn EC1N 2SW, London, UK, Company Registration no. 06949341, VAT 975393178, support 24/7 +442045388333;

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- “**QoC CH**” – means **Queen of Clubs S.A.**, with its registered office at Corso San Gottardo 14, Chiasso 6830, Switzerland, Company Registration no. and VAT 229933913, support 24/7 +41916900010;
- “**QoC France**” – means **Queen of Clubs France SAS**, with its registered office at 198 Avenue De France, Paris 75013, France, VAT 04809611726, Siren 80961172600047, support 24/7 +33177721731;
- “**QoC Italy**” – means **Queen of Clubs Italy SRL**, with its registered office at Via Giacomo Leopardi 14, Milan 20123, Italy, Tax Code and VAT 12055820968, SDI USAL8PV;
- “**QoC Spain**” – means **Queen of Clubs Spain SL**, with its registered office at Paseo de la Castellana 43, Madrid 28046, Spain, VAT ESB70870381, NIF B70870381;

“**Service/s**” – means all services conceived, designed, prepared, and sold by QoC. Services may include, but are not limited to, car transfers, trains, flying private, renting of yachts and boats, and accommodation services.

“**Ticket/s**” – means the physical or digital instrument, voucher, or electronic record issued by the ticket provider that grants to the holder the right to access a specific event at a designated time and location. The Ticket constitutes a limited, revocable license and is subject to specific terms and conditions.

“**you**” – means who executes the contract with QoC by accepting these T&Cs and/or who pays QoC for the Service or Experience sold by QoC under these T&Cs.

SECTION A – GENERAL PART

1. Acceptance of the T&Cs and conclusion of the contract

1.1 The contractual relationship with QoC shall be deemed executed as soon as we receive your acceptance of these T&Cs. Following the T&Cs link we send to you and ticking the relevant check box, you confirm that you have read and agreed to these T&Cs.

1.2 These T&Cs contain annexes to other specific terms and conditions that regulate specific Services or Experiences offered by us. By accepting these T&Cs, you confirm that you have also read and accepted the terms and conditions of the specific Services or Experiences.

1.3 Once these T&Cs are accepted and the invoice paid, QoC will provide you with the booking confirmation.

1.4 We reserve the right to refuse or not to proceed with any booking request at any time at our sole discretion.

2. Payment

a) *Payment terms*

2.1 Payment terms are indicated in the invoice sent to you. Please refer to the invoice for all information needed to complete the payment process correctly.

2.2 It is your sole responsibility to: (i) double-check all details of the proposal for Services or Experiences received from QoC; (ii) provide us with all documents and other information needed for the booking, without failing to include any details; (iii) ensure that payment is made within the terms indicated on the invoice.

2.3 Where the booking and payment procedure for a Service or an Experience is carried out by a booker on behalf of an end customer, it is understood that QoC's right to receive payment of the price shall in no way be affected, regardless of the circumstances, even if the booker has agreed with the end customer to receive payment before paying QoC.

2.4 Should you wish to confirm our proposal, you are required to pay a deposit as indicated in the invoice received from us. This deposit secures the availability of the requested Services and/or Experiences and guarantees the quoted rates. Please note that, generally, the 20% of the price invoiced is non-refundable, regardless of the reason for and terms of cancellation. However, for specific Services and/or Experiences, we may apply different terms of payment that can be found in the invoice sent by us. Payments can be made via credit card or international bank transfer. Please note that Services and Experiences are not confirmed until the requested amount have been received by us. All bank charges shall be deemed accepted by you, as applicable.

2.5 If uncertain with respect to the reliability of the data and information relating to the bank account or regarding the e-mail address of QoC and/or needs clarification in this regard, you shall contact us to obtain all appropriate clarifications. It is understood that you are solely responsible for verifying the accuracy of payment, which must be made to the bank account communicated by us, and therefore, you will not be able to allege any justification for payment erroneously made to parties

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other than us (not even in any cases of phishing, computer scams, man-in-the-middle, etc.). In this circumstance, no refund requests shall be accepted by us for any reason whatsoever.

b) Pre-Authorizations

2.7.1 Without prejudice to the payment terms set out above, we reserve the right, at any time, to request a pre-authorisation on your credit card through our payment service provider. A pre-authorisation is not an immediate charge but a temporary hold of funds on the relevant payment method, for an amount determined by us at our sole discretion, to secure the performance of the booked Services and/or Experiences or to cover any other needs connected to the Services and/or Experiences. QoC may increase, renew, or extend at any time the pre-authorized amount.

2.7.2 Pre-authorisation may be required, including but not limited to, for the following purposes:

- (a) to guarantee bookings and secure availability of Services and/or Experiences;
- (b) to cover potential additional costs incurred during the provision of the Services and/or Experiences, including, by way of example, extra services, extensions, upgrades, incidental expenses, or on-site requests made by you;
- (c) to cover any applicable cancellation fees, no-show fees, or modification charges;
- (d) to cover any damages, losses, penalties, or additional costs caused by you or arising in connection with the Services and/or Experiences;
- (e) to cover any charges, penalties, or additional costs imposed by third-party suppliers involved in the provision of the Services and/or Experiences;
- (f) to cover any security deposits or guarantees required by third-party suppliers;
- (g) to cover any fines, penalties, or regulatory costs incurred in connection with your conduct or use of the Services and/or Experiences;
- (h) to cover any costs reasonably incurred by us in managing unforeseen circumstances, emergencies, or last-minute arrangements required to ensure the proper delivery of the Services and/or Experiences to you.

2.7.3 By providing payment details, you are expressly:

- (i) authorising QoC and its payment service provider to place such pre-authorisations and to charge, debit, or otherwise collect any amounts due, including by converting all or part of the pre-authorized amount into one or more final charges, without your further consent;
- (ii) acknowledging and agreeing that such charges may be processed without prior notice where reasonably required to protect QoC's interests;
- (iii) waiving, to the maximum extent permitted by applicable law, any right to dispute or challenge such charges, except in cases of manifest error.

QoC shall be entitled to charge the relevant payment method for any amounts due under these T&Cs, even if: (a) no pre-authorisation was successfully obtained; or (b) the pre-authorized amount is insufficient to cover the amounts due.

2.7.4 Where a payment method is provided on your behalf by a booker entrusted by you, you represent and warrant that the booker has obtained all necessary authorisations from you to use such payment method in accordance with these T&Cs, and you agree to indemnify and hold harmless QoC from any claims, disputes, or chargebacks arising therefrom. You shall remain fully liable towards QoC for any amounts due under this clause, regardless of whether the pre-authorisation has been successfully processed.

2.7.5 The release timing of any pre-authorized amount – if applicable - is subject to the policies of the relevant card issuer and/or payment service provider. QoC shall not be held responsible for any delays, fees, or restrictions applied by such third parties.

2.7.6 QoC shall not be liable for any act, omission, delay, or failure attributable to its payment service provider, or to any banking or card network systems involved in the transaction.

3. Quotes

3.1 The prices stated in our proposals or brochures and/or sent to you are accurate at the time of sending or publication, but may be subject to change at our sole discretion, due to several reasons. The confirmed Service or Experience price is the one

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indicated in the invoice and in the booking confirmation and remains valid for 24 (twenty-four) hours, unless otherwise specified.

3.2 Quotes requested within 29 (twenty-nine) days or less before the date of the Service or Experience may be higher in cost and may not reflect the original proposal, even if the Service or Experience offered remains the same.

3.3 Prices do not include personal travel insurance. It is highly recommended that you obtain a comprehensive travel insurance for the entire duration of the Services or Experiences booked, on the basis of the specific characteristics of the Service or Experience at issue.

4. Cancellations by you

4.1 All cancellation terms for Services or Experiences are indicated in the booking confirmation. No requests for cancellation made by you can be accepted if not comply with the terms indicated therein. Please consider that once a Service or Experience is confirmed, we commit to third-party suppliers, and as a result, we may be unable to refund or waive any amounts due if you decide to cancel all or part of the Service or Experience booked.

4.2 All cancellations must be submitted in writing to the QoC via e-mail. Generally, if a cancellation is allowed to be done after 5 p.m. GMT, it must also be followed up with a phone call to the support 24/7 number indicated above in the definitions. All cancellations take effect on the date they are received by us.

5. Cancellation by QoC

5.1 We will do our utmost to deliver the Services and Experiences you have booked and purchased. However, as many arrangements are made weeks or even months in advance, there may be occasions where changes are necessary, and we reserve the right to make such changes at any time.

Examples include, but are not limited to: changes involving greeters, drivers (due to flight delays or cancellations), vehicle types, yacht, jet models, hotel suite categories, guides, museums, restaurants, or clubs. Most of the changes are minor, and we will always inform you either before confirming the booking or, if already confirmed, as soon as possible before the start of the Services or Experiences.

5.2 By accepting these T&Cs, you expressly waive any and all disputes against QoC on the above.

6. Compensation, Liability, and Indemnification

6.1 QoC shall not be liable or responsible for any failure, change, or delay in the performance of its obligations under these T&Cs, nor shall any compensation or refund be provided, if such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond QoC's reasonable control, including but not limited to: acts of God, extreme adverse weather conditions, natural or nuclear disasters, pandemics, epidemics, public health emergencies, government actions or restrictions (including lockdowns or border closures), war, threat of war, civil unrest, acts of terrorism, industrial action or strikes, airport or seaport closures, and flight delays or cancellations. In the event of a Force Majeure Event, QoC reserves the right to retain any non-refundable costs already incurred or paid to third-party suppliers to secure the Services and/or Experiences.

6.2 We are responsible for ensuring that the Service and/or Experiences booked are delivered with reasonable care and skill. However, we do not accept liability in the following cases: (i) if any failure in the Service and/or Experiences is due to your actions or negligence; (ii) if the failure in the Service and/or Experiences is due to a third party not involved in the delivery of our Service and/or Experiences; (iii) if any issue regarding the Service and/or Experiences arises from circumstances beyond our reasonable control (as defined above), including actions or omissions by third parties (our agents, subcontractors, or suppliers).

6.3 To the extent permitted by applicable laws, QoC's total liability, except in the cases provided for by applicable laws, will not exceed the total amount paid for the Service and/or Experiences (including deposits and administration fees).

6.4 We also operate within the limits and exclusions established by international conventions, including but not limited to the Montreal Convention and applicable European legislation, which govern and limit the liability of transport operators. Unless explicitly agreed, we accept no responsibility for indirect or consequential losses arising from the travel arrangements.

6.5 You agree to indemnify, defend, and hold harmless QoC, its affiliates, directors, employees, and suppliers from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or in any way connected to: (i) your breach of these T&Cs; (ii) any negligence, wilful misconduct, or omission by you; or (iii) any negligence, wilful misconduct, or omission by a third-party entrusted by you (e.g., your booker).

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7. High Season

7.1 During high season periods, QoC reserves the right to apply up to a 100% surcharge to its Services and Experience.

7.2 High season refers to periods when travel demand is at its highest. It is considered high season for the following periods: Easter Week, May 1st to October 31st, December to January 6th, all the National Public holidays of each relevant country.

7.3 During the high season:

- (i) cancellations made 14 (fourteen) days or fewer before Services or Experiences start date are subject to a 100% cancellation fee;
- (ii) specific Services and Experiences - such as, for example, tours, car transfers, guides, tickets, activities, boats - cannot be modified once confirmed and secured. You have only the possibility to purchase a new Service or Experience without a refund of the one already booked and paid. Please refer always to the booking confirmation and invoice to check the cancellation terms and if changes are possible.

It remains, in any case, understood that if a change to a Service or Experience is possible, you will be required to pay the administration fees, if applicable. You will be fully liable for the cost of the original Service or Experience. If you wish to change the date or time for specific Services or Experiences, you will need to purchase a new one, subject to availability.

8. Booking changes and administration fees

8.1 Should you wish to make amendments to a booking (e.g., change of dates, times, passenger names, or routing) after the confirmation has been sent and the invoice paid, QoC will make reasonable efforts to accommodate the request. However, all amendments are strictly subject to availability and the approval of our third-party suppliers.

8.2 As processing changes require significant operational effort, QoC reserves the right to apply the following non-refundable administration fees per amendment:

- a standard fee of Euro 250 (two hundred and fifty) for any amendment requested after booking confirmation up to 15 (fifteen) days before the start date of the Service or Experience;
- an urgent fee of Euro 500 (five hundred) for any amendment requested within 14 (fourteen) days or less before the start date of the Service or Experience.

8.3 In addition to QoC's administration fees above, you are fully responsible for paying any additional costs, rate increases, or penalties imposed by third-party suppliers resulting from the amendment.

8.4 If a requested amendment significantly alters the nature of the booking or reduces its value, QoC and its suppliers reserve the right to treat the amendment as a cancellation.

8.5 If you are unable to travel or participate in the Service and/or Experience for any reason (including medical or personal reasons), it will be treated as a standard cancellation, and we will issue no refunds.

9. Insurance

9.1 You are solely responsible for ensuring that you obtain a comprehensive personal travel insurance policy before the start date of the Services or Experiences. This insurance must provide adequate coverage for the specific Service or Experience booked with QoC. You acknowledge that when you purchase a Service or an Experience from us, there is no insurance coverage of any kind included.

9.2 You acknowledge that certain Services and Experiences carry inherent risks of personal injury, illness, death, or property damage and that by participating in such activities, you voluntarily assume all associated risks. To the extent permitted by applicable laws, QoC shall not be held liable for any incidents, injuries, or losses arising from these inherent risks. You will usually be asked to sign a disclaimer before these Services or Experiences begin.

9.3 If you choose to travel without adequate insurance coverage, or if your policy fails to cover a specific claim, QoC shall not be liable for any costs, losses, or damages that would have otherwise been covered by a comprehensive travel insurance policy. QoC will not provide refunds, compensation, or cover any out-of-pocket expenses (including, but not limited to, medical bills, rescue operations, or alternative travel arrangements) resulting from your failure to obtain proper insurance.

10. Protection of personal data

10.1 We process your personal data in our capacity as data controller, in accordance with the data protection applicable laws, for the purpose of taking charge and executing your booking request and to manage the Services and Experiences we provide

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under these T&Cs. For any further information regarding the processing of personal data by QoC, please write to privacy@qofclubs.com.

11. Intellectual Property, Confidentiality, and Non-Circumvention

11.1 All proposals, bespoke itineraries, concepts, pricing structures, supplier networks, trade secrets, proprietary know-how, and materials (whether written, digital, or oral) provided by QoC are the exclusive intellectual property and strictly confidential information of QoC. You agree not to use, reverse-engineer, copy, reproduce, distribute, or disclose such information to any third party (including competing wholesalers, operators, or DMCs), without our written consent.

11.2 You expressly agree not to, directly or indirectly (including through affiliates, employees, agents, or by third-parties), bypass, compete with, or attempt to circumvent QoC by contacting, soliciting, negotiating, or booking directly with any of the suppliers, luxury locations, private owners, guides, partners as well as any other third party revealed, introduced, or utilized in the QoC proposals or during the provision of the Services/Experiences. This non-circumvention obligation shall remain in full force and effect for a period of thirty-six 3 (three) from the end of the Service or Experience booked.

11.3 You acknowledge that any breach of this clause will cause immediate and irreparable commercial and financial harm to QoC. In the event of a breach, QoC reserves the right to terminate any existing relationship immediately and shall be entitled to seek injunctive relief. Furthermore, you shall be liable to compensate QoC for all damages incurred, including, but not limited to, the full loss of profit and commissions QoC would have earned if the circumvention had not occurred, alongside all reasonable legal fees and costs incurred in enforcing this clause.

12. Applicable law and jurisdiction

12.1 To the extent permitted by applicable laws, this agreement is governed by the law of the country in which the QoC's company that has sold the Service and Experience to you has its registered office (e.g., for Services or Experiences sold by QoC CH, the applicable law shall be the Swiss one), regardless of where the online payment gateway was based at the time of the charge and the merchant number used to perform the payment transaction. Any dispute shall be subject to the jurisdiction of the courts of the country identified above.

13. Miscellaneous

13.1 These T&Cs, together with the booking confirmation, the invoice, and any specific terms and conditions of the special part below, constitute the entire agreement and understanding between you and QoC relating to the subject matter hereof. They supersede and replace all prior or contemporaneous communications, representations, promises, or agreements, whether oral or written, between the parties regarding the booked Services and/or Experiences.

13.2 If any provision or part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.

13.3 No failure or delay by QoC to exercise any right or remedy provided under these T&Cs or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.4 You cannot assign, transfer, subcontract, or deal in any other manner with any rights and obligations under these T&Cs without the prior written consent of QoC. QoC reserves the right to assign, transfer, or subcontract its rights and obligations to its affiliates or third-party as necessary for the performance of the Services and Experiences.

13.5 Nothing in these T&Cs is intended to, or shall be deemed to, establish any partnership, joint venture, or employment relationship between you and QoC.

13.6 QoC reserves the right to update or amend these T&Cs at any time at its sole discretion. Any such changes will be effective immediately upon being published on the official QoC website. It is your sole responsibility to periodically review the website and the linked T&Cs to stay informed of any updates or changes. Your continued submission of new booking requests or the continued use of QoC's services following the publication of any changes, shall constitute your explicit and full acceptance of the updated T&Cs.

13.7 This agreement shall remain in force for the entire duration of the Service and/or Experience purchased by you. We reserve the right to immediately terminate this agreement without refund if you breach your obligations under this agreement

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and does not restore compliance after receiving our breaching notice and in accordance with its terms; (ii) host unauthorized events, (iii) engage in illegal activity; (iv) cause material disturbance and/or (v) damage the Location.

For any question relating to these T&Cs, please contact legal@qofclubs.com.

SECTION B – SPECIAL PART

A. TICKETS

1. Nature of the Service

1.1 QoC acts as a sourcing agent that receives enquiries from you and finds reliable Tickets' suppliers based on your specific needs. Queen of Clubs is not an issuer nor a primary seller of Tickets.

2. Ticket enquiry process

2.1 To enquire about a Ticket, you shall contact QoC in writing, following the instructions you can find on the QoC's website (<https://whatson.queenofclubs.com/>). When you purchase a Ticket, you establish a direct legal relationship with the original ticket provider regarding the execution of the service.

2.2 Any Ticket for any event or entrance that has been confirmed at the time of booking must be prepaid in full and cannot be cancelled or refunded, regardless of any reason. Tickets are never confirmed until they are fully paid by you. In the event of delayed payment, Tickets may no longer be available, in which case the payment will be refunded. Full pre-payment is required upon confirmation of any Ticket and will not count toward the 50% deposit generally needed to secure the remainder of the booking.

3. Validity and Delivery

3.1 QoC guarantees that the Ticket is valid at the time of delivery and grants you the access to a specific event.

3.2 You accept that Tickets purchased for any event, regardless of purchase date, can be delivered until the day before the event and, if in paper, only in the city where the event takes place.

3.3 QoC is not responsible for Tickets rendered invalid due to your loss, theft, duplication, or unauthorized alteration. All sales are final and non-refundable unless otherwise specified in writing in an official document or required by mandatory applicable consumer protection laws.

4. Changes and amendments

4.1 Name and date changes for admissions or general Tickets are not always permitted. When not allowed, such changes will be treated as cancellations and subject to amendment charges, which you will be liable for. In most cases, making changes requires purchasing new Tickets at full cost.

4.2 As Tickets are non-transferable, it is essential to provide the full name and date of birth for each participant at the time of enquiring or booking.

5. Limitation of Liability

5.1 QoC is solely responsible for delivering the Ticket as outlined in the invoice/proforma sent at the time of booking confirmation. QoC cannot be held liable for any inaccuracies of your personal data communicated to QoC and indicated on the Ticket, nor for your inability to attend the event to which the Ticket grants access for any reason.

Moreover, to the maximum extent permitted by law, QoC shall not be held liable for:

- any changes, delays, or cancellations of the event - to which the Ticket grants access - made by the original Ticket provider, its suppliers, or any other third parties over which QoC has no control. In such cases, any refund – if allowed - will be processed strictly in accordance with the original Ticket provider's policies;
- any changes, delays, or cancellations of the event - to which the Ticket grants access - due to unforeseen circumstances such as accidents, acts of God, civil unrest, strikes, public health emergencies, or any other similar or unforeseen situations over which QoC has no control. In such cases, any refund – if allowed - will be processed strictly in accordance with the original Ticket provider's policies;

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- any loss, damage, costs, expenses, or other claims for compensation arising from requests or instructions provided by you which are incomplete, incorrect, or inaccurate, or arising from your late arrival or non-arrival, or any other fault by you;
- the failure of the original Ticket Provider to deliver the Ticket, as described, or any dissatisfaction regarding the venue, staff, or performance of the event;
- any instance where you are denied entry by the original Ticket provider due to failure to comply with the venue's specific terms, security protocols, or identity verification requirements.

In any case, QoC's total liability toward you for any claim arising out of the sale of a Ticket shall not exceed the total price paid by you for that specific Ticket.

6. Refund Policy

6.1 In the event of cancellation, postponement, or significant alteration of the event to which the Ticket grants access by the original provider, your right to a refund shall be strictly limited to the amount recovered by the QoC from the original Ticket provider, if any. QoC shall not be liable to provide any refund from its own funds.

6.2 Any booking fees, service charges, or delivery costs paid to QoC at the time of purchase are non-refundable.

6.3 Refunds will only be processed once QoC has received the corresponding funds from the original Ticket provider. You acknowledge that QoC has no control over the timeline or the decision-making process of the original Ticket provider regarding such refunds.

6.4 In cases where a Ticket purchased includes a hospitality package and the event is cancelled, refunds may only cover the face value of the Ticket. Reimbursement for the remainder of the hospitality package is subject to the hospitality provider's terms. If local authorities permit the use of credit vouchers instead of refunds, you shall accept this resolution, as it falls outside QoC's control.

7. Chargebacks and Payment Disputes

7.1 You agree not to initiate any chargeback or payment dispute with your bank or credit card issuer without first contacting QoC's customer support to seek a resolution. Any chargeback initiated by you for a validly delivered Ticket, or in violation of these T&Cs, shall be considered a material breach of these terms and conditions.

7.2 In the event of an unjustified chargeback, you shall be liable to QoC for the full original Ticket price, plus any administrative fees, legal costs, and bank penalties incurred by QoC in defending the dispute.

7.3 You acknowledge that QoC's records showing the successful digital delivery or physical dispatch of the Ticket to your contact details provided at the time of purchase shall constitute definitive proof of service fulfilment.

8. Failure to Attend and Entry Issues

8.1 QoC shall never be considered liable for any venue entry denial.

8.2 You acknowledge and agree that if you encounter issues at the event door, you shall contact QoC's support immediately and provide QoC with written proof of denial from the venue. It shall include written proof of refusal from the original Ticket provider or the venue's box office, stating the specific reason for denial. In the absence of such documented proof, the Ticket shall be deemed successfully honored and used, and no chargeback can be accepted by QoC. Failure to notify QoC immediately during the event constitutes a waiver of any future claim or chargeback request.

B. ACCOMMODATION

1. Booking request, payment and cancellation

1.1 The booking of an accommodation service is confirmed only after (i) your acceptance of these T&Cs and (ii) the receiving of the payment of the rental amount indicated in the commercial document we sent to you. Any payment shall be made by you following the indications contained in the commercial document. In case of cancellation for any reason, the initial down payment is never refundable.

1.2 Generally, the balance of the rental amount shall be paid before arrival at the accommodation, and in any case no later than the number of days specified in the commercial document sent to you.

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1.3 All cancellation terms are specified in the commercial document sent by QoC to you.

2. Interests and VAT

2.1 For any late payment, interest on the overdue amount at the rate of 3% a year shall apply. Interests accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

2.2 If the rate of VAT is applied and changes, we adjust the rate of VAT to be paid, unless the payment has been made in full before the change in the VAT rate takes effect.

3. Security Deposit

3.1 In some cases – specified in the commercial document sent by us to you - a security deposit shall be paid by you before the check-in date and will be repaid within 15 (fifteen) days of the departure, providing that the accommodation is left in the same condition as it was before your arrival, ensuring that all equipment and contents are left clean and in good condition. Failure to do so will result in a deduction from the deposit. Extra cleaning can be arranged for the duration of the stay, and we request that you inform us before your arrival if you would like to use this service.

3.2 The security deposit shall be retained or deducted in the following situations:

- if you damage the accommodation in any way during the stay (including, but not limited to, damage to any fixtures, fittings or furniture);
- if you lose keys or fobs during stay;
- if you use the accommodation for a purpose than the one agreed with us;
- if you cause disturbance to neighbours with music or noise, when it is not permitted;
- if you bring any pets or animals into the accommodation without previous permission.

In the event of deduction from your security deposit, administration fees will apply.

3.3 If the cost of any damages to the accommodation exceeds the amount of the deposit paid, you may have to pay additional costs within 1 (one) business day after we notify you.

3.4 In any case, it is understood that – in addition to and without prejudice to the above-mentioned cases – QoC, also together with the owner of the accommodation, reserves the right to personally verify the condition of the accommodation at the end of the rental period and to retain, at its sole discretion, the security deposit if circumstances arise that necessitate the retention of the amount paid.

4. Refundable Security Deposit

4.1 On arrival, you will be required to check with a representative the condition and contents of the accommodation. Once the check-in is completed, you will be held responsible for all damages that occur from that point onwards.

4.2 You should report any damage to QoC with photographic evidence as soon as they occur. You will be held responsible for any damages caused by the misbehaviour of all the accommodation occupants.

4.3 You accept that if there is any dispute over security deposits, QoC will act as the intermediary between the accommodation owners and you. The final decision will be made at the discretion of the accommodation owner and QoC.

4.4. You state that you are aware of and accept the condition of the accommodation and assume responsibility for its conservation. Therefore, you undertake to return it in the same good condition.

4.5 In the case of lost keys and fobs (including also the failure to hand in the same number of keys as supplied on arrival), we are obligated to deduct the costs, including admin fees for lock changes and maintenance services.

5. Arrival and Departure

5.1 You must advise us of the actual time of arrival. If the arrival is earlier than the check-in time indicated in the booking confirmation, you must wait and cannot enter the accommodation unless otherwise agreed.

5.2 The accommodation is generally available starting from 5 p.m. on the day of arrival, unless otherwise agreed.

5.3 The accommodation should be vacated at 10 a.m. on the day of departures, unless otherwise agreed. A representative will meet you at the accommodation to perform our standard check-out procedure.

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6. Music, parties and noise

6.1 It is totally unacceptable to disturb neighbours with music or noise, unless otherwise communicated to you in writing by QoC or the accommodation owner. Music and sounds between 10 p.m. and 9 a.m. should be no more than 45 decibels. Should the police be called to the accommodation, you would be held fully responsible for any consequences and legal action against the accommodation and its owner.

6.2 Gatherings and dinners for more guests than the accommodation's capacity are strictly prohibited unless otherwise prior agreed in writing with the accommodation owner. Permission will be granted at the owner's discretion.

6.3 Sound systems other than those provided by the accommodation are strictly forbidden unless agreed upon with the owner prior to arrival. Any breach of these terms can result in the cancellation of the rental and eviction from the accommodation, with the loss of the total cost of the booking and the security deposit, with no possibility of reimbursement.

6.4 At times, private or government building work can take place in the surrounding area. Neither us nor the accommodation owner has any influence over this work and cannot be held responsible for any disturbance it may cause.

7. Prohibitions

7.1 It is entirely prohibited:

- to have dangerous animals on the accommodation;
- to have and/or handle explosive, inflammable, unpleasant or unhealthy materials at the accommodation;
- to change the position of the furnishings in the accommodation or to carry out any other modifications not allowed by the owner;
- to sublet the accommodation or assign this agreement without prior written consent of QoC.

7.2 Pets are not allowed except with the express authorization of Queen of Clubs and the accommodation owner. If it comes to our attention that a pet is being kept in the accommodation without prior agreement, this could result in eviction from the accommodation, termination of the agreement, and loss of all monies paid, without possibility of reimbursement.

7.3 Each accommodation is prepared for a determined number of occupants. In any event, exceeding the maximum occupancy of the accommodation as advertised is not permitted. It is always your responsibility to ensure that the number of people occupying the accommodation matches the number of people on the reservation. Failure to comply with this rule will result in eviction or the payment of an occupancy supplement. On arrival, if the group's criteria differ from those stated on the reservation form, we reserve the right to refuse access to the accommodation or adjust the security deposit accordingly.

7.4 Current provisions regarding health and safety must always be complied with.

8. Liabilities and indemnification

8.1 You acknowledge that use of the accommodation (including swimming pools, gyms, docks, etc.) is at your own risk and that QoC (i) does not control the physical condition of the accommodation on your behalf, (ii) does not guarantee uninterrupted utilities, internet, security systems, or amenities, (iii) is not responsible for maintenance failures, structural defects, or latent defects, (iv) is not responsible for acts or omissions of the owner or third-party service providers.

8.2 We act solely as an intermediary between the accommodation owners and you, and we're responsible only for accurate information regarding available properties, facilities, and precise locations.

8.3 To the extent permitted by applicable laws, no responsibility can be accepted for injury, accident, delay, or other complaints about the rental of the accommodation.

8.4 We are not responsible for events that are outside of our control, such as acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident.

QoC will contact you as soon as possible to let you know and see how we can minimize any changes to the booking, including the possibility of arranging alternative holiday accommodation of a similar style, standard, and location or fully refund the amount already paid.

8.5 We are not responsible if, during your stay at the accommodation, the following events occur:

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- theft or damage of your personal belongings;
- building works or nuisances, including noise nuisance;
- interruption or failure of utility services, including the internet;
- the accommodation is not as it was described or advertised;
- substantial damage to the accommodation (whether upon arrival or made by you or a third party during the stay);
- accommodation equipment is damaged, broken or not working;
- state of the swimming pool, gardens, grass, flowers, internal and external lights, televisions and any other technical equipment;
- travel disruption or any other costs you may suffer.

If so, you must notify us immediately, and we will contact the accommodation's owner to see how the situation can be rectified or improved.

8.6 We are responsible for losses you suffer caused by us breaking this agreement unless the loss is (i) unexpected and unforeseeable, (ii) caused by an event outside our control, (iii) something you could have avoided by taking reasonable action.

8.7 QoC will accept no responsibility for loss or theft or for injury caused by your incorrect use of facilities provided in the accommodation.

8.8 You shall indemnify, defend, and hold harmless QoC, its directors, officers, employees, affiliates, and agents from and against any and all claims, liabilities, damages, losses, penalties, fines, legal fees and costs arising out of or relating to: (i) your use of the Location; (ii) any injury or damage caused by you or their guests; (iii) violation of laws or regulations; (iv) breach of this agreement; (v) events, parties, or gatherings organized by you. This indemnification shall survive termination of this agreement.

9. Disclaimer

QoC acts as a broker, which means that although we source the best possible options and inspect the properties regularly, some of them may show recent damage or maintenance problems that we may be incapable of being aware of. QoC cannot be liable and responsible for any unpredictable issues that you may experience during the stay. By signing this Agreement, you agree that we are not liable for any issues that you may experience during your stay (e.g., cuts to the supply of water, electricity or internet). In any event, the total aggregate liability of QoC which may arise out of or in connection with this agreement shall not exceed the accommodation rental fee.

10. Complaints

10.1 If you have a complaint either during or after the stay, please contact our customer service team immediately, who will do their best to resolve any problems you have.

10.2 Any claim against QoC must be:

- notified in writing within 14 days of the end of the accommodation period; and
- formally commenced within 6 months thereafter.

Failing which, such claim shall be deemed irrevocably waived.

10.3 You can submit a complaint to legal@qofclubs.com. We will do our best to resolve any problems you may have with their booking.

11. Duration

11.1 This agreement shall remain in force for the entire duration of the lease of the accommodation.

11.2 We may immediately terminate this agreement without refund if you: (i) violate occupancy limits, (ii) host unauthorized events, (iii) engage in illegal activity, (iv) cause material disturbance and/or (v) damage the accommodation.

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12. Confidentiality

12.1 QoC recognises the importance of discretion in relation to high-profile individuals. Each party agrees to maintain strict confidentiality regarding the booking, the identity of the travellers, the terms of occupation, and these terms and conditions. This obligation survives indefinitely.

13. Miscellaneous

13.1 You acknowledge that in some cases a booking can be rejected if, for example, the accommodation selected suddenly becomes unavailable or if there is information that we have become aware of after receiving the booking request that might affect the booking. If that happens, we will immediately let you know and try to source an alternative location, or, if you prefer, we will refund any sums already paid. It is understood that any cancellations of the booking that may be necessary for any reasons beyond our reasonable control or in the event of force majeure (e.g., earthquakes, epidemics, floods, etc.) will not be refunded in any way.

C. FLY PRIVATE

NOTICE – EU COUNCIL REGULATION 889/2002

Where the Carrier is a Community Air Carrier, EU Council Regulation 2027/97 as amended by EU Regulation 889/2002 shall govern the liability of such carrier.

NOTICE – EU COUNCIL REGULATION 261/2004

Where the Carrier is a Community Air Carrier, EU Council Regulation 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights may apply to the Flight

NOTICE – WARSAW/MONTREAL CONVENTIONS LIABILITY FOR BAGGAGE, CARGO, INJURY OR DEATH

The Flight may be governed by the International Convention for the Unification of Certain Rules Relating to International Carriage by Air as amended (the "Warsaw Convention") as amended and supplemented and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s) conducted by the Carrier.

1. Definitions

"Agreement" - means these T&Cs, *i.e.* the Agreement between Charterer and QoC for the provision by QoC of air charter brokerage services.

"Aircraft" - means the aircraft (or its suitable substitute) operated in connection with a Flight.

"Carrier / Operator" - means any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the charter.

"Charter" - means the charter of the Aircraft by the Charterer, as arranged by QoC and pursuant to the terms herein.

"Charterer" – means you.

"Charter Price" - means the price of the Charter as set out in the Charter Contract.

"Charter Contract" - means the charter details indicated in the proforma/invoice sent by QoC to the Charterer.

"Check-in Time" - the time or times stated in the Charter Contract or as otherwise notified to the Charterer by QoC.

"Departure Time" - means the departure time of the Flight(s) as set out in the Charter Contract.

"Flight" - means the flight described in each Charter Contract.

"Flight Protect Guarantee" - means QoC's flight protection scheme, being the subject of a separate agreement.

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“Force Majeure” - means any event beyond a party’s control, including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties and extreme weather conditions.

“Traffic Documents” - all passenger tickets, baggage checks, air waybills, and other documents required under applicable international conventions or other applicable law.

2. Services provided by QoC

2.1 QoC agrees to provide aircraft charter brokerage services to the Charterer in accordance with the requirements, terms and conditions of this Agreement.

2.2 QoC shall be responsible for the sourcing of a suitable aircraft from the Carrier for Charter in accordance with the Charterer’s requirements.

2.3 The Charterer agrees that carriage will be provided by the Carrier and that the Carrier will have the exclusive responsibility for the maintenance and operation of the Aircraft for the period of the charter.

2.4 The Charterer acknowledges that it is the sole responsibility of the Carrier to provide the Aircraft properly manned, maintained, equipped, and fuelled for the Charter in accordance with the laws and regulations of the state of registration of the Aircraft and all other applicable laws and regulations.

2.5 Carriage performed by the Carrier shall be subject to the conditions of carriage contained or referred to in the Traffic Documents of the Carrier from time to time, including its own conditions of carriage.

3. Charter Price

3.1 The Charter Price shall be specified in the Charter Contract and shall, unless otherwise stated, include fuel, oil, maintenance, landing, security, per capita head fees, air traffic control, hangarage, parking, ground handling, all license fees, clearance fees, royalties and non-objection fees, baggage screening charges, and the remuneration and expenses of the Carrier’s crew and cabin staff.

3.2 All other costs, including (but not limited to) connections to and from airports, ground accommodation, shall exclusively be for the account of the Charterer, unless otherwise specified in the Charter Contract.

3.3 The Charter Price shall be based on the costs of aviation fuel and other variables at the date of the Charter Contract. Accordingly, the Charter Price shall be subject to surcharges imposed by the Carrier for any fuel, insurance or currency variations.

3.4 The Charter Price and all other charges provided for in this Agreement are exclusive of any value added or sales taxes which shall be paid in addition by the Charterer at the prevailing rate.

4. Payment

4.1 The Charterer shall pay QoC the Charter Price and any other sums set out in the Charter Contract at the time specified in the Charter Contract and in the currency specified in the Charter Contract without set-off, deduction, or counterclaim.

4.2 If additional services are requested over and above those in the Charter Contract and QoC agrees to provide such services, QoC shall raise separate invoices for such services, the payment terms for which shall be set out in the invoice.

4.3 If the Charterer is required to withhold any part of any payment payable by it to QoC hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, QoC shall receive from the Charterer the full amount of such payment.

4.4 Time of payment is of the essence in this Agreement. QoC may, without prejudice to any other rights or remedies under this Agreement, terminate this Agreement without liability to the Charterer if payments are not made on the dates specified. QoC shall also be entitled to recover from the Charterer any applicable cancellation charges imposed by the Carrier.

4.5 If, for any reason, any payment due to QoC hereunder is not made on the due date, and notwithstanding QoC’s rights in Clause 4.3, then the Charterer shall pay to QoC simple interest on the amount unpaid at the rate of 8% per annum from the due date until the date of payment.

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5. Luggage and dangerous goods

5.1 At the time of the flight reservation, the Charterer shall be clearly informed of the conditions concerning:

- the number, size, and weight of authorised luggage that can be carried on board the aircraft;
- the carriage of pets on board the aircraft; and,
- the list of dangerous goods that are not authorised on board the aircraft for safety and security reasons.

6. Traffic Documents and Embarkation

6.1 QoC shall procure that the Carrier shall supply the Traffic Documents and all other necessary documents relating to the Charter and the Charterer shall provide to QoC all necessary information and assistance to complete such documents as soon as possible and, in any event, in sufficient time to be completed for issue to passengers.

6.2 All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport license issued to the Carrier by the relevant authority and (ii) any further licenses or registrations which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.

6.3 The Charterer shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time and that all passengers possess all required Traffic Documents, identity documents, passports, visas and other documents required by the Carrier and authorities of states of departure, transit and arrival of the Flight for the transportation of them, their baggage and any cargo.

6.4 If any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight (notwithstanding any efforts made by QoC to reschedule the Flight pursuant to Clause 7.2), QoC and/or the Carrier shall be under no liability whatsoever to the Charterer or to such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on an alternative flight or routing, the Charterer shall pay on demand to QoC such additional sum that the QoC may specify for each such passenger to cover any additional charges levied by the Carrier.

6.5 The passengers are responsible for obtaining and presenting at check-in/immigration/customs the necessary travel documents (visas, certificates of vaccination etc.) for themselves and for any children or animals travelling with them as requested by the national regulations of the relevant countries (departure, stopover, destination).

6.6 In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified QoC, its officers and employees and agents against any and all cost or expense whatsoever incurred by QoC in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier and passed on to QoC) or of any arrangements made by the Carrier and/or QoC to return such passenger to the country from which such passenger was originally carried.

7. Flight Cancellation and Delay

7.1 In the event that:

- any Aircraft required for the operation of any Flight is detained (whether lawfully or not) by any third party (including but not limited to detention by any aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise); or
- if the Carrier has an administrator, receiver, administrative receiver, trustee, or other like person appointed over a part or all of its assets or business, and as a result, the Carrier is unable to perform the Flights at the same cost to the Carrier; or
- if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up,

then QoC shall use reasonable endeavors to find an alternative carrier to operate such Flights as may be affected by the occurrence of any of the above events. In the event that the Charterer has not taken advantage of QoC's Flight Protect Guarantee or such guarantee does not apply to the Flight concerned, or the cost of replacement exceeds the provisions of the guarantee, then any additional costs in securing an alternative carrier shall be for the account of the Charterer.

7.2 If a Flight is, or is to be delayed beyond the scheduled time of departure by reason of any failure by the Charterer or any passenger to comply with its obligations hereunder or any other act or omission on the part of the Charterer or any passenger, in all cases which is not attributable to Force Majeure or otherwise not beyond Charterer's or any passenger's control, then

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QoC shall use reasonable endeavours to make arrangements with the Carrier to re-schedule the affected Flight provided always that the Charterer shall indemnify QoC in respect of any loss incurred by, or increased charges levied on, QoC as a result of such delay.

7.3 If QoC is unable to make arrangements with the Carrier to reschedule the affected Flight, QoC reserves the right in such circumstances to cancel the Charter Agreement with respect to the affected Flight, and to charge the Charterer the applicable cancellation charges in the Charter Contract.

7.4 In the event of any delay (other than any delay for technical reasons the responsibility and liability for which shall lie with the Carrier) deviation or diversion of any Flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages, or liabilities incurred by the Carrier shall be reimbursed by the Charterer to QoC on demand.

7.5 The Charterer may cancel a Flight pursuant to this Agreement at any time before departure by notice in writing to QoC, subject to the cancellation terms set out in the Charter Contract.

7.6 Cancellation charges shall vary depending on the Carrier and Flight(s) to be performed.

7.7 The occurrence of an Aircraft on the Ground (AOG) situation shall be notified as soon as possible to the Charterer by the Operator and/or QoC with clear mention of the following:

- the expected flight delay, and proposals on how the Charterer can reach the final destination at the earliest opportunity. Operator must use best efforts to provide an alternative solution (replacement aircraft), if available, and notify the solution to the QoC and/or to the Charterer within 3 (three) hours of the occurrence of the AOG event;
- if the flight delay is for 3 (three) hours or more, the option to cancel the part or parts of the journey not made due to the AOG and, in such event, the possibility for the Charter to be reimbursed a prorata of the charter price paid for that part or parts not made;
- in the case of a cancellation, or flight delay of more than 3 (three) hours, the obligation of the Charterer to pay QoC that part of the charter price, and all costs owed pursuant to the charter contract, for the part or parts of the journey already made;
- if a replacement aircraft different from the agreed replacement aircraft is contracted by the Operator, the costs related to the replacement aircraft shall be paid by the Operator unless otherwise agreed in writing;
- in the case of a flight delay of more than 3 (three) hours, any reparations that may be offered by the Operator, such as meals and refreshments in a reasonable relation to the waiting time.

8. Aircraft and Crew

8.1 The captain of the Aircraft shall have complete discretion concerning preparation of the load carried and its distribution and of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken and deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Charterer shall accept all such decisions as final and binding.

8.2 All ground and operating personnel, including cabin staff, are authorised to take orders only from the Carrier unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.

8.3 Subject always to the Carrier's conditions of carriage, if a passenger's conduct, behaviour or health is deemed by the captain of the Aircraft to cause, or be likely to cause, discomfort or nuisance to other passengers or jeopardise the safety of the passengers and/or the Aircraft, then the captain of the Aircraft shall be entitled to take any action deemed necessary to procure the safety of the passengers and Aircraft including, but not limited to diverting or returning to the airport of departure and/or removing the passenger(s) in question. If such actions are deemed necessary, QoC is not liable for any loss incurred by the Charterer as a result of such diversion and removal.

9. Fuel Surcharges

9.1 A post-flight charge ("Fuel Surcharge"), in excess of the charter price, may be invoiced to the Charterer in accordance with the fuel surcharge formula, in the event the average fuel price per gallon exceeds the base fuel price.

9.2 Charterer agrees and acknowledges that the charter price is calculated upon the base fuel price as set forth in the Charter

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Contract. If the average fuel price per gallon does not exceed the base fuel price, then the Charter price established in the Charter Contract will remain unchanged.

10. Exclusion of Liability

10.1 Both QoC and the Charterer shall not be under any liability to each other for any failure to perform their obligations under this Agreement arising from force majeure (as defined below), labour disputes, strikes or lock-outs or any other cause beyond the control each party including but not limited to accidents to or failure of the Aircraft, engines or any other part thereof or any machinery or apparatus used in connection therewith.

10.2 The Charterer shall indemnify QoC against any loss, damage, liabilities, costs or expenses of whatsoever nature suffered or incurred by QoC and its officers, employees, agents or subcontractors arising out of any act or omission of the Charterer or its officers, employees or agents, whether arising in contract or tort (including negligence) or otherwise.

10.3 QoC is not an air carrier, nor is it an operator of aircraft or agent of the Carrier and accordingly shall not be deemed to undertake any carriage to which this Agreement relates as a common carrier.

10.4 The Charterer hereby acknowledges that it recognises that QoC is not in any way responsible for the acts, omissions or defaults of the Carrier to perform its obligations contemplated hereunder and hereby waives any claims against QoC for the Carrier's acts, omissions, and defaults, including but not limited to, technical failure of the Aircraft resulting in accident, cancellation, or delay.

11. Termination

11.1 Either party may terminate this Agreement immediately by notice in writing if:

- the other party commits a breach of this Agreement, which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as the terminating party shall require following notice to the other party of the breach; or
- the other party is unable to pay its debts or a petition is presented or a resolution is passed to wind up the other party or an administration order is made in relation to the other party or a receiver, manager, administrative receiver or like person is appointed over the whole or any material part of the property, undertaking or assets of the other party; or
- the other party makes a voluntary arrangement or the other party becomes insolvent or is otherwise unable to pay its debts; or
- an analogous event to any of those in this Section occurs in respect of the other party in any territory whose jurisdiction the other party is subject.

11.2 Termination of this Agreement shall be without prejudice to any rights or remedies available to or any obligations or liabilities accrued to either party at the effective date of termination. Except as provided herein, following termination, the parties will have no obligation to further perform their obligations under this Agreement, with the exception of any obligations that expressly apply hereunder after termination.

12. Miscellaneous

12.1 No claims shall be made against QoC in respect of any representation, warranty, indemnity or otherwise arising out of or in connection with the charter of the Aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this agreement.

D. HOTELS

a) Cancellation Policies

4.1 Each hotel has its own specific cancellation, deposit, and amendment policy. These terms will be communicated by QoC to you before the booking and are clearly stated on the booking confirmation, as well as detailed on the invoice. By confirming the booking, you explicitly accept the specific hotel's cancellation terms. It is your sole responsibility to carefully review these terms before the booking confirmation.

b) No-Shows and Early Departures

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4.2 If you fail to arrive on the scheduled check-in date (no-show), arrive late, or check out before the scheduled departure date, the hotel may treat this as a late cancellation. In such events, you will remain strictly liable for 100% of the booked stay, and QoC will issue no refunds for the unused nights.

c) Incidentals and Security Deposits

4.3 QoC's invoiced rates cover only the room rate and specifically listed inclusions (e.g., breakfast, if specified). At check-in, you may be required by the hotel to present a valid personal credit card in your name to cover a security deposit and any incidental charges (including, but not limited to, minibar, spa treatments, room service, and damages). QoC accepts no liability whatsoever for any incidental charges, damages, or unpaid fees incurred by you. If the hotel exceptionally charges QoC for any of your incidentals or damages caused by you, you agree to fully indemnify and immediately reimburse QoC for such amounts.

d) Local City Taxes and Resort Fees

4.4 Unless explicitly stated otherwise in the QoC invoice, local city taxes (tourist taxes) and specific daily resort fees are not included in the prepaid rate. These must be paid directly by you to the hotel upon check-out.

e) Overbooking and Property Issues

4.5 In the highly unlikely event that a hotel is forced to relocate you due to overbooking, sudden maintenance issues, or force majeure events at the property, QoC's liability is strictly limited to assisting you in securing suitable alternative accommodation of a similar standard. QoC shall not be liable for any consequential losses or compensation claims arising from the hotel's failure to provide the reserved room.

E. CARS

5.1 For car transport services provided by QoC, the following rules apply:

- when a cancellation is made 7 days or less before the scheduled pick-up time, a 100% cancellation fee shall apply;
- when a cancellation is made more than 7 days before the scheduled pick-up time, a 20% cancellation fee shall apply;
- if you fail to appear at the designated pickup location within 90 minutes of the scheduled time, the booking will be considered a "no-show", and no refund will be issued;
- if you do not contact our office when unable to locate your chauffeur, the booking will be non-refundable;
- cancellations for services scheduled before 12 p.m. the following day must be submitted by 5 p.m. GMT on the previous day. Late cancellations will not be accepted.

5.2 Waiting times included in the booking quote are as follows:

- Airport arrivals (commercial flights): 60 minutes
- Train station arrivals: 30 minutes
- Port arrivals (cruises, hydrofoils, ferries): 30 minutes
- Hotel pickups: 15 minutes

After the included waiting time has elapsed, an additional hourly charge will apply, based on the specific vehicle used.

5.3 Greeter and driver assignments are finalized the evening before the execution of the car service. In the event of delays, any necessary adjustments may impact the car service or, in some cases, lead to cancellation by our partners without prior notice.

5.4 In the event of flight, train, or port delays, QoC and its partners will make every reasonable effort to monitor the updated arrival time and adjust the car service. However, if the delay exceeds the included complimentary waiting time, additional hourly charges will automatically apply and will be billed to you.

Furthermore, if a travel delay exceeds one (1) hour, the driver and/or greeter assignment is strictly subject to availability. If our partners are forced to cancel the car service due to severe delays and staffing/vehicle constraints (e.g., the driver has a subsequent scheduled service), the booking will be treated as a 100% non-refundable cancellation. In such instances, no refund will be issued by QoC, and you must seek compensation directly from the airline, transport operator, or through your comprehensive travel insurance.

5.5 Where the booking is for more than one person, the first-named person in the party must be at least 18 years old and will be treated by us as the "lead name" for the booking.

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5.6 If drivers or guides exceed the pre-booked hours, services, or inclusions, additional charges may apply.

5.7 Services (including cars, drivers, and greeters) operating between 10 p.m. and 7 a.m. local time may be subject to an automatic out-of-hours surcharge, which will be added to the final invoice or charged directly to you if the Service is pushed into these hours due to delays.

F. TOURS AND EXPERIENCES

6.1 For tours and experiences organized and sold by QoC, the following rules apply:

- a non-refundable fee of 20% of the total cost applies to all cancelled tours or itineraries;
- cancellations made 59 to 30 days prior to the start of the tour or experience will incur a 40% cancellation fee;
- cancellations made 29 to 15 days prior to the start of the tour or experience will incur an 80% cancellation fee;
- cancellations made less than 15 days prior to the start of the tour or experience will be subject to a 100% cancellation fee.

6.2 All cancellation charges are calculated as a percentage of the total booking price indicated on the invoice.

G. VIP SERVICES

7.1 If a personal service (such as bodyguard, fixer, or greeter) is cancelled 7 days or less before the service date, a 100% cancellation charge will apply. Cancellations made more than 7 days in advance will be subject to a 20% non-refundable cancellation fee (as per the standard deposit terms).

H. TRAIN, HYDROFOIL, OR FERRY

a) *Ticketing and Amendments*

8.1 Train, hydrofoil, and public ferry tickets are generally issued as strictly non-refundable and non-transferable. Name changes and routing alterations are not permitted; any such requirement will necessitate the purchase of a completely new ticket at full cost. If the specific rules of the issued ticket allow for a change in departure time, you may request an amendment. If viable and approved by the operator, such changes will incur a 25% administration fee (calculated on the ticket price), in addition to any fare difference or penalty applied by the transport operator.

b) *Missed Departures and No-Shows*

8.2 Public transportation operates on strict, unalterable schedules and will not wait for delayed passengers. If you miss a scheduled train, hydrofoil, or ferry for any reason whatsoever (including, but not limited to, flight delays, traffic, or personal tardiness), the ticket will be classified as a no-show. You will be 100% liable, and no refunds will be issued by QoC, and new tickets must be purchased at the current available rate.

c) *Operator Cancellations (Strikes and Weather)*

8.3 QoC holds no liability for delays, schedule changes, or full cancellations initiated by the transport operator due to strikes, technical issues, or adverse weather/marine conditions (e.g., hydrofoils grounded by the Port Authority). In such events, QoC will make every reasonable effort to assist you in securing alternative transportation (such as private vehicles or alternate routing); however, all additional costs incurred for these emergency or alternative arrangements shall be borne strictly by you.

d) *Luggage Restrictions*

8.4 You are subject to the specific luggage policies and limitations of the transport operator. Any excess baggage fees or denial of boarding due to oversized/excessive luggage are your sole responsibility.

I. MOUNTAIN, OUTDOOR EXPERIENCES

9.1 Mountain and outdoor Experiences (including, but not limited to, skiing, hiking, trekking, biking, and skydiving) cannot be cancelled or modified by you on the day or in advance based solely on weather forecasts. Only the expert

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environmental/mountain guides or instructors entrusted by QoC are qualified to assess the actual conditions on the day and determine whether it is safe to proceed.

9.2 If the Experience is cancelled by the expert guide strictly prior to departure due to unsafe weather conditions, QoC will first make every reasonable effort to reschedule the Experience to an alternative date or time during your itinerary. If rescheduling is entirely impossible, a refund for the Experience will be issued. However, if an Experience is cut short after it has commenced due to sudden weather changes or safety concerns, it will be considered partially executed and no refund will be provided.

9.3 We understand that you may prefer not to participate if the weather is simply cloudy, cold, or rainy. However, if the guide deems the conditions safe to proceed and you opt out, the booking will be treated as a no-show. You will be held 100% liable, and no refund will be issued.

L. BOATS AND YACHTS

10.1 Boat tours and transfers cannot be modified or cancelled in advance or on the day based solely on weather forecasts or your preference. Only the Captain of the vessel, or the relevant Port/Maritime Authority, has the final authority to assess weather, wind, and sea/water conditions and determine whether it is safe to depart.

a) Unsafe Conditions & Rescheduling

10.2 If the charter is officially cancelled by the Captain or Port Authority strictly prior to departure due to unsafe marine conditions, QoC will first attempt to reschedule the charter to an alternative date or time. If rescheduling is impossible, a refund for the charter will be issued, excluding any non-refundable costs already incurred (e.g., pre-ordered catering, specific provisioning, or port fees).

b) Partial Execution

10.3 If the Captain decides it is necessary to return to port early after the charter has commenced due to deteriorating weather, passenger illness (including seasickness), or safety concerns, the charter will be considered executed, and no refund will be issued.

c) Your Preference

10.4 If the weather is merely cloudy or lightly raining but the Captain or Port Authority deems it safe to navigate, the charter will proceed as scheduled. If you refuse to board under safe conditions, you will be held 100% liable, and no refund will be issued.

M. THIRD-PARTY ACTIVITIES

11.1 You, as well as QoC's own local on-the-ground guides, drivers, or partners, are not authorised to act on QoC's behalf when arranging, recommending, or booking activities, excursions, or services outside of those explicitly confirmed and invoiced directly by QoC.

11.2 We accept no liability whatsoever for any services, activities, or transportation arranged independently by you, your booker – if any - or directly with local staff on-site. To the extent permitted by applicable laws, we shall not be held liable for any death, personal injury, illness, property damage, or loss that occurs during any activity not directly designed, sold, and invoiced by QoC.

N. MISCELLANEOUS

a) Your Liability

12.1 You are responsible for your own conduct as well as the behaviour of your entire party. Our suppliers and we reserve the right to deny access to any Services or Experiences and/or remove any individual from them, if any member of the party:

- is intoxicated or under the influence of alcohol or drugs;
- is reasonably suspected of possessing illegal substances;
- acts violently, disruptively, dangerously, or irresponsibly;

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- creates a risk to themselves or others or causes a nuisance or disturbance.

In such cases, no refunds, compensation, or reimbursement of costs or expenses will be provided.

b) Important Note – Cancellation Policies

12.2 Please note that certain Services and/or Experiences may be subject to specific cancellation policies. These will be communicated to you before the booking; it is your responsibility to carefully review the cancellation terms before booking and paying.

c) Complaints

12.3 If you believe that any part of your booking arrangements has not been provided as agreed, please notify us as soon as possible in writing. If you are unable to resolve the issue during the provision of the Service or the execution of the Experience, written details of the complaint must be submitted to QoC within 30 (thirty) days of the end of the Service or Experience. Delays in reporting may limit our ability to investigate and address the matter.

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