sports tours...plus

Your contract is with Sports Tours Plus Ltd, The White House, 27 The Street, Holywell Row, Bury St Edmunds, IP28 8LS. A member of CAA ATOL 9592. We wish to draw to your attention that these Booking Conditions and Form only relate to this specific tour.

BOOKING CONDITIONS

When you make your booking, you must complete a booking form, accepting the terms of these bookings on behalf of all your party, and pay the applicable deposit.

- 1. When the booking form is received by Sports Tours Plus Ltd, a contract is entered into and a confirmation invoice will be sent showing the date final monies are due. This confirmation will show details of the booking held by Sports Tours Plus Ltd. Please ensure that you read the confirmation details carefully and advise Sports Tours Plus within 7 days if any details are incorrect. The balance of the payment due for your holiday must be paid at least 12 weeks before departure, or earlier if subject to air fare conditions. If the balance is not paid on time, we reserve the right to cancel your holiday, retain your deposit and apply the cancellation charges set out in paragraph 4.
- 2. Your Financial Protection

When you buy an ATOL protected fight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

- 3. If, after our confirmation has been issued, you wish to change your holiday in any way, we will do our utmost to make the changes, provided that our office receives notification in writing from the person who signed the booking form, or from their travel agent, at least 12 weeks before departure. This must be accompanied by a payment of £50 to cover administration costs. Alterations cannot be made within 12 weeks of departure. Any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in paragraph 5 below. Please note that certain travel arrangements (e.g. instant purchase tickets) cannot be changed after a reservation has been made and any alteration request or cancellation may incur a 100% cancellation charge of these airline tickets.
- 4. You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the person signing the booking form, and is communicated to us in writing. We will retain your deposit and, in addition, will apply cancellation charges shown below. When written cancellation is received the following cancellation charges apply. More than 90 days Full deposit Between 61 and 90 days 50% Between 0 and 60 days 100%

Note: If the reason for cancellation is covered under the terms of an insurance policy, you may be able to claim these charges.

- 5. If you have a problem during your holiday, please inform the relevant supplier (e.g. hotel) to try and sort the matter out to your satisfaction. If this proves impossible, please contact our local representative (details provided in your final documentation) who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must submit a detailed report. Please follow this up within 28 days of your return home by writing to The White House, 27 The Street, Holywell Row, Bury St Edmunds, Suffolk, IP28 8LS giving your original booking reference number and all other relevant information. It is therefore a condition of this contract that you communicate any problem with the supplier of the services in question AND to our local office whilst in resort and obtain a written report form. If you fail to follow this simple procedure we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem. Please note that your contract is with us and not the supplier, therefore we have the total control of your travel arrangements. Any changes must be authorised by us. A "chat" with the supplier to change a service without contacting us, will invalidate any future claim. It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with this contract, which cannot be amicably settled, may (if you wish) be referred to arbitration which are administered by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The scheme does not apply to claims which are solely in respect of physical injury or illness or the consequences of such injury or illness. If you elect to seek redress under this scheme, written notice requesting arbitration must be received by the Chartered Institute of Arbitrators within 9 months after the scheduled date of return from holiday.
- 6. The price of your travel arrangements may be subject to surcharge for increases in transportation costs, Government action such as increases in VAT, and other Government imposed increases. In relation to adverse exchange rate variations we will absorb an amount equivalent to 2% of the holiday price which excludes any amendment charges. Only amounts in excess of this 2% will be surcharged, but where a surcharge is payable there will be an administration charge of 50p together with an amount to cover agents' commission. If this means more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund of all money paid except for any amendment charges. Should you decide to cancel because of this, you must exercise your rights to do so within 14 days from the date printed on your invoice. The price of your holiday was calculated using exchange rates quoted by Western Union on the Monday preceding the date of your confirmation invoice, in relation to all currencies used.
- 7. It is unlikely that we will have to make any changes to your holiday, but occasionally changes may be made, which we reserve the right to do at any time. Most of these changes are minor, and we will advise you at the earliest possible date.

When a major change occurs, provided it does not arise from circumstances amounting to force majeure (see below), you will have the choice of either accepting the change of arrangements, taking another available holiday from us, or cancelling your holiday and receiving a full refund. In all cases we will pay compensation as detailed below. Period before departure within Compensation notified to you or your travel agent per person.

56 days £10 14 days £20 7 days £30

Important Note: Compensation will not be payable if we are forced to cancel or in any way change your holiday due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, pandemic, natural or nuclear disaster, fire, adverse weather conditions, cancellation or postponement of sporting fixtures or other circumstances amounting to force majeure.

Cancellation, postponement or curtailment of a major sporting fixture is extremely unusual and totally beyond our control and we accept no responsibility to refund, compensate or otherwise for changes to your booking as a result of such cancellations or changes to a sporting event.

- 8. Passports, visas, health certificates and other personal travel documents are the responsibility of the client. Whilst Sports Tours Plus Ltd will be available to give general advice on these matters, no liability will be accepted in this condition. However, you should seek specific advice on your health, passport and visa requirements from the relevant consulate/embassy or your GP.
- 9. We accept responsibility for ensuring this holiday which you book with us is supplied as described in your confirmation, and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be to "reasonable" costs
- 10. We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. If any client suffers death, illness or injury whilst on holiday arising out of an activity which does not form part of the inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion offer advice to help you resolve any claim you may have against a third party. Our liability to you for any loss or damage which you may suffer is limited to three times the price of your tour, except where you have suffered personal injury resulting from the non-performance or improper performance of the services involved in the tour.

Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. We have no control over such decisions and is therefore unable to accept responsibility for them.

- 11. We recommend all passengers check travel advisory details from the Foreign, Commonwealth & Development Office (FCDO) on <u>www.fco.gov.uk/knowbeforeyougo</u>.
- 12. This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of the English Courts at all times.
- 13. Data Protection Act In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/ immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons).

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