

Sports Tours International Booking Conditions – January 2018 (Data Protection update May 2018)

Refer to section:

- A. if you have made a package holiday booking with us, defined by being one that includes accommodation plus flights and/or transfers that we have organised directly for you as part of your booking (not booked via a third party).
- B. if you have only made an accommodation only booking for a Sports Tours International trip, so one that does not include a tourist service such as an airport transfers, a flight, a ferry, a train or alike. Included in this section are reservations for hotel and event entry only services.
- C. Non package holiday or accommodation bookings, such as Hospitality only, Event entry only, transfers only, etc.

The information in “OTHER IMPORTANT INFORMATION” may apply to any type or booking or sale with ourselves, so should be read carefully.

Section A - Sports Tours International Booking Conditions – 2018 – Package Holiday

Package holiday bookings, inclusive of accommodation and flights and/or transfers organised by ourselves.

Your contract is with SPORTS TOURS INTERNATIONAL LTD (trading as Sports Tours International, Club La Santa UK, Graham Baxter Sporting Tours, Wheel2Wheel Holidays, Walk2Walk Holidays, Freewheel Holidays, Whereabouts Holidays, MyFirst and the Golf Travel Club). Registered office: Spectrum, 56-58 Benson Road, Birchwood, Warrington WA3 7PQ. Company registration number 2207655 (we, us, the **Company**).

1. Your holiday contract

- a. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.
- b. A contract will exist as soon as we issue our confirmation invoice.
- c. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.
- d. If you had not seen these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us or to your travel agent, within 7 days of the invoice date. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This sub-clause does not apply if your booking was made within 12 weeks of travel.
- e. We recommend that as a condition of booking with us that you and all members of your party are adequately insured on holiday.
- f. It is your responsibility to let us know, at the time of booking or as soon you become aware, whether extra assistance is required for any disability you or another member of your party may have or if there are any special requests. Please note that we will try to accommodate special requests that are reasonable but cannot guarantee this, especially where it is outside of our control. In particular, special requests such as low floor, sea views etc are not able to be guaranteed unless you have specifically booked the type of room in question.

2. IMPORTANT: What is not included in your holiday contract. This is not an exhaustive list.

- a. Event entry – if you have booked to attend an event through us, this will be shown in your individual tour itinerary and which will be subject to the separate booking terms and conditions entered into by you at the time of booking.
- b. Travel insurance.
- c. Insurance cover for any of your possessions – including, but not limited to, any sports equipment you take with you on your holiday.
- d. Any flights, baggage, meals, rooms or apartment supplements detailed in your individual tour itinerary
- e. Any items listed as optional extras, such as excursions, which will be subject to the separate booking terms and conditions entered into by you at the time of booking.
- f. The cost of any required visas and passports.

Comment [SG1]: Do we restrict dealings to only the lead booking person? See also section 6 on cancellation. Do we notify each of party of changes or just the lead person?

Comment [SG2]: Is this a condition or just a strong recommendation?

Comment [SG3]: Brendan, on reflection, I believe this is a good list to keep.

- g. Local tourist taxes
- h. Cots and food for infants under 2 years of age.

3. Your financial protection –

We provide full financial protection for our package holidays.

- a. For flight-based holidays this is through our Air Travel Organiser's Licence number 2711. When you buy an ATOL protected flight 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 will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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.

- b. When you buy a package holiday that does not include a flight, protection is provided by way of a bond held by ABTA. For further information please see www.abta.com.

4. ABTA

We are a Member of ABTA, membership number V1479/A406X We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us, it will not determine how your complaint should be resolved.

5. Your Holiday Price

- a. We reserve the right to alter the prices of any of the holidays shown in our brochure or website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.
- b. When you make your booking you must pay a deposit of at least £100 per person plus the cost of any non refundable items such as airline seats that have been paid in full or event entry fees, together with any other items which we require to be paid in advance – these will be clearly stated at the time of booking. The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date, unless otherwise noted. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.
- c. The price of your travel arrangements was calculated using exchange rates quoted in the *Financial Times Guide to World Currencies* on 10th January 2018 in relation of £1 Sterling to the following currencies: US Dollar 1.3531; Euro 1.1294; Swiss Franc 1.3217 Australia Dollar 1.7241, Swedish Krona 11.0714, UAE Dirham 4.9702, Japanese Yen 150.6793, South Africa Rand 16.8382.
- d. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb (and you will not be charged for) any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within 14 days from the date on your final invoice; and 2) we will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned

above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

e. Where applicable, all monies you pay to the travel agent are held by them on our behalf at all times.

6. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £50 per booking, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Note: Certain travel arrangements (e.g. airline tickets, train tickets, event entry fees golf green fees) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

If the number of people on a booking changes, the holiday price will be recalculated on the basis of the amended party size and you will need to pay any difference in the holiday price. Note: any resulting increase in the holiday price per person is not a cancellation charge and you .

For trips to Club La Santa, we may be able to change the date of your apartment booking to another date, but this will incur charges, both in terms of amendment fees and any difference in the price of the apartment between the initial booking and the new booking dates. Subject to availability, departure date changes to existing Club La Santa bookings can only be made once in any calendar year and cannot be changed to a date more than 12 months after the initial date of travel which was booked.

7. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent, on your behalf, must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges as follows:

<i>Period before departure within which notice of Cancellation is received</i>	<i>Cancellation charge</i>
More than 84 days	Deposit or higher when any non-refundable costs are included
84 – 57 days	50% of holiday cost or higher when any non-refundable costs are included
56 – 29 days	70% of holiday cost or higher when any non-refundable costs are included
28 – 15 days	90% of holiday cost or higher when any non-refundable costs are included
Less than 15 days	100% of holiday cost

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

8. If We Change or Cancel Your Holiday

As we plan your holiday arrangements many months in advance, we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. In some cases we will also pay compensation (see below). These options do not apply for minor changes. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change. Occasionally some facilities at a hotel or venue may become unavailable at very short notice – we will try and advise you as soon as we possibly can. It is hoped that the hotel in questions will have or make alternative provisions for you to continue to enjoy your trip.

Cancellation We will not cancel your travel arrangements less than 4 weeks before your departure date, except for events which are beyond our control – see important note below - or failure by you to pay the final balance. We may cancel your holiday before this date if, for example, the size of your party does not reach the minimum number required for a particular

travel arrangement. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases we will pay compensation (see below).

Insurance If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Compensation If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to events which are beyond our control – see important note below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY
<i>Period before departure within which notice of Cancellation or major change is received notified to you</i>	<i>Amount you will receive from us</i>	<i>Amount you will receive from us</i>
More than 84 days	Nil	Deposit Only
84 – 57 days	£10	£10 + monies paid
56 – 29 days	£10	£10 + monies paid
28 – 15 days	£10	£10 + monies paid
Less than 15 days	£25	£25 + monies paid

IMPORTANT NOTE: Events beyond our control: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute (for example, the disruption or closure of airports or other transport systems), terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions.

9. If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier (for example your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Sports Tours International Limited, 91 Walkden Road, Walkden, Manchester M28 7BQ giving your booking reference and all other relevant information. Please keep your letter concise and to the point.

It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form whilst in resort or on the tour. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please also see clause 3 above on ABTA.

10. Our Liability to You

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- a. The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- b. Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport contractual terms, or the international conventions, from Sports Tours International Limited, 91 Walkden Road, Walkden, Manchester M28 7BQ, telephone 0161 703 8161. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied

boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted.

Note: this clause does not apply to any separate contracts that you may enter into for excursions, events or activities whilst on holiday.

11. **Prompt assistance in resort**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

12. **Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

13. **Excursions**

Excursions, events or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

For any excursion, event or other tour that you book, your contract will be with the operator of the excursion, event or tour and not with us. We are not responsible for the provision of the excursion, event or tour or for anything that happens during the course of its provision by the operator.

OTHER IMPORTANT INFORMATION

14. **Data Protection** – The lead person on the booking must have approval from all other members of the party (and any "emergency contacts", where applicable) to give consent to our processing their personal information to ensure that your holiday runs smoothly (in the case of minors, under 13 years of age, from their parent or guardian; in the case of anyone unable to give consent, from their legal representative). This may include providing your key personal information to specific suppliers involved in the organisation of your holiday, who may be outside of the United Kingdom. Any medical information volunteered will also be passed to the relevant bodies responsible for giving assistance at an event. Note that, by agreement with our suppliers and relevant organisations, any personal information passed will be held for the duration of the contract and then destroyed. If you have signed up to our newsletters and/or waiting lists, we will send you the information you have requested by email until such time as you wish to unsubscribe. You may unsubscribe at any time, using the link on our email, and your email address will be removed from our Marketing list. Please note that this may take up to 10 days.

15. **Health Regulations** - We advise all customers to check what the latest health requirements are for travel to their chosen destination and to ensure that they are fit enough to participate in any event, excursion or other tour they may take part in. Please consult your doctor, practice nurse or travel health clinic and/or obtain the relevant health leaflets, for example the Department of Health leaflet "Protect your Health Abroad" from your local Post Office or the Department of Health. We would also recommend that you consult with the following websites for advice: www.foc.gov.uk, www.dh.gov.uk, www.hpa.org.uk and www.nathnac.org. For Foreign Office advice on traveling to other countries, please refer to www.fco.gov.uk/knowbeforeyougo

16. **Tickets and Tour documents** - These will be sent to you approximately 10-14 days before departure and may arrive by post or email (as appropriate).

17. **Events**

- a. Event Entry forms - For some events, entrants are obliged to fill in the appropriate official entry form, which we will send to you. This form must be returned within 7 days, or by any specified date for that event, to the issuing office or the specified location. Entries are subject to the event's conditions of entry, which are outside of our control. Failure to return the signed entry form within the specified time may result in your race entry being refused, your booking cancelled and the loss of all monies you have paid.
- b. All requested medical information must be supplied otherwise the entry may be invalid.
- c. In the event of cancellation or postponement of the event, for whatever reason, we cannot be held responsible in any way for any loss (whether monetary (i.e. non-refundable event fees) or otherwise) or inconvenience.
- d. Some events may require a medical certificate to be able to enter. You will be advised of this at the time of booking, but it is your responsibility (and expense) to ensure you have organised this in accordance with the requirements of the booking.

Comment [SG4]: Brendan, I suggest that these terms (or similar) are brought to the attention of the customer at the time of booking and should be kept separate from the terms that apply to package tours.

Comment [SG5]: To discuss further if these apply to all packages which we sell or just those which include events or CLS.

- e. Events may change their security and safety arrangements at the last minute and without notice and we have no control over this. Please be prepared for this eventuality and listen to the advice of any security officials and do what they say.
 - f. Certain events may require participants to undertake anti-doping procedures. You must be willing to adhere to this condition, otherwise your participation may be barred or annulled.
 - g. Participation or attendance at events may grant the event organiser permission to use your image in any subsequent promotion or communication about the event, whether it be via TV, printed material, online or otherwise. If you do not agree to this, you should not enter the event.
 - h. Many events do not permit the resale or swapping of entries and we would recommend you only do this where authorised by the event organizer. Contravention of this may render the entry void.
18. **Cycling/Triathlons** - Where we arrange flights for cyclists and triathletes, we do not accept any responsibility for the flight carrier failing to carry the cycle on the same flight as the entrant. We will use our reasonable endeavours to expedite speedy delivery, but this is outside of our control. If you have reserved bike hire through ourselves please refer to the separate terms and conditions covering this.
19. **Baggage** - Typically one average sized suitcase only per person is permitted – weight allowances do vary dependant on the carrier, so please check with the carrier. Infants do not have any baggage allowance. Due to recent security alerts, the approved items for carriage within the cabin or aircraft hold have been subject to change. Please refer to your carrier for the very latest information prior to departure, and the departure airport's website and www.dft.gov.uk
20. **Hotel Check In/Check Out** - The standard international practice is to let rooms from mid afternoon on the day of arrival until mid morning of the day of departure. Occasionally when you arrive at your accommodation, you may have to wait a short while until your room is ready. Similarly, if you are leaving the destination on a flight later in the day, you may be required to check out of your hotel room earlier in the day. In some cases, you may be able to extend your stay in your room or have access to facilities at the accommodation to change and refresh yourself in, but we cannot guarantee this, and this should be arranged with the accommodation management.
21. **Room Sharing** - If you are travelling alone and do not wish to pay the applicable supplement for a single room, we will, if you wish and subject to availability, match you up with someone of the same sex on a "twin to share" basis wherever possible. If you select a room sold on this "twin to share" basis you will be sharing with another participant on the tour and not have sole use of the room. In such cases we are not allowed to give any details regarding the name, address or phone contact of the parties requesting sharing arrangements. Please note, you must inform us in advance of any medical conditions or personal issues that may negatively impact on someone else's enjoyment of the trip, for example, snoring – if you do not inform us, then we reserve the right to change your booking to a single room and for you to pay the balance. Note: where a room has been booked for one person only, whether it be a single room or the sole occupancy of a larger room, no other person is permitted to stay in that room, even if there is physically space for that person.
22. **Insurance** – we have partnered with Endsleigh to develop a bespoke insurance policy that is specifically designed for you while partaking on our tours. We are working together to ensure you have adequate Insurance for your tour and to provide complete peace of mind. The policy is available to UK and Non UK residents and will cover trips in the UK, Europe and Worldwide. For more details visit <https://www.sportstoursinternational.co.uk/travel-insurance/>. You must arrange adequate insurance for your own possessions, including bicycles, golf clubs and other sports equipment, etc. Please note, we are unable to insure your possessions, as we do not have an "insurable interest" in these. We are not liable for these possessions should something happen to them.
23. **Tours and itineraries** - Whilst we try very hard to deliver your tour itinerary as specified at the time of booking, sometimes circumstances beyond our control may prevent us from providing the exact tour itinerary that is advertised and in such circumstances we do not assume liability for any loss of the advertised elements of the itinerary. Please see the rest of these terms and conditions for further details.
24. **Behaviour at hotels or venues** - Please note, if your behaviour at any of the hotels or venues that we use leads to damage or costs being levied by suppliers, we will seek redress and recoup these costs from you or direct the supplier to you to take action. This could include damage to property.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

This brochure was published in January 2018. We reserve the right to make changes to the particulars contained in this brochure at any time after publication.

Section B - Sports Tours International Booking Conditions – January 2018 – Accommodation Only

1. **CONTRACT:** Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with SPORTS TOURS INTERNATIONAL LTD (trading as Sports Tours International, Club La Santa UK, Graham Baxter Sporting Tours, Wheel2Wheel Holidays, Walk2Walk Holidays,

Freewheel Holidays, MyFirst and the Golf Travel Club). Registered office: Spectrum, 56-58 Benson Road, Birchwood, Warrington WA3 7PQ. Company registration number 2207655.

2. **PRICES:** We reserve the right to alter any of our advertised accommodation prices. You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed.
3. **MAKING A BOOKING AND PAYMENT:** When you have chosen your accommodation and you make a request to us to book it, you must pay a deposit of £100 per person or the full cost of the booking if you are booking within 12 weeks of your arrival date. Your booking is confirmed and a contract between us exists when we issue our confirmation invoice. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. If you have paid a deposit, the balance of the cost of your accommodation is due 12 weeks before departure. If it is not received in time we will cancel your booking and retain your deposit. The cost of your accommodation does not include any extra chargeable services that you may use whilst at the accommodation. These are payable direct to the hotel.
4. **YOUR RESPONSIBILITY FOR YOUR BOOKING:** When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.
5. **INSURANCE:** It is your responsibility to ensure that you are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness. Please visit <https://www.sportstoursinternational.co.uk/travel-insurance/> for more information.
6. **IF YOU WANT TO CHANGE YOUR BOOKING:** After our confirmation has been issued, any requests for changes must be sent to us in writing, by email, fax or post, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You will be asked to pay an administration fee of £50 plus any difference in accommodation costs and any other charge made by the accommodation supplier. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can. If you change the number in your party, the accommodation price will be re-calculated. Changes to bookings for Club La Santa can only be made once and cannot be changed to a date more than twelve months after the original date of travel.
7. **IF YOU WANT TO CANCEL YOUR BOOKING:** The person that made the booking must put this in writing to us, by email, fax or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged a cancellation fee. Cancellation fees: If you cancel (this is the date on which we receive your written notice of cancellation during the hours of 9am to 5.30pm):
 - a. More than 84 days before your arrival date: deposit.
 - b. Between 84 and 57 days: 50% of booking cost or higher when any non-refundable costs are included.
 - c. Between 56 and 29 days: 70% of booking cost or higher when any non-refundable costs are included
 - d. Between 28 and 15 days: 90% of booking cost or higher when any non-refundable costs are included
 - e. Within 14 days of arrival date: 100%
 - f. Charges are shown as a percentage of your accommodation cost (excluding amendment fees, if any, which are non-refundable in the event of a cancellation).
8. **IF WE CHANGE OR CANCEL YOUR BOOKING:** We may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of accommodation, or you can take any alternative accommodation we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference if it is less expensive), or a refund of the money you've paid to us. In some cases, we will also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include, but are not limited to, change of accommodation to another of the same or higher standard, temporary withdrawal of facilities or seasonal unavailability of amenities.

Cancellation: We will not cancel your travel arrangements less than 4 weeks before your departure date, except for events which are beyond our control – see important note below. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative accommodation of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us. In some cases we will pay compensation (see below).

Insurance: If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Compensation: If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to events which are beyond our control – see important note below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

	IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY	IF WE CANCEL YOUR HOLIDAY
<i>Period before departure within which notice of Cancellation or major change is notified to you</i>	<i>Amount you will receive from us</i>	<i>Amount you will receive from us</i>

More than 84 days	Nil	Deposit Only
84 – 57 days	£10	£10 + monies paid
56 – 29 days	£10	£10 + monies paid
28 – 15 days	£10	£10 + monies paid
Less than 15 days	£25	£25 + monies paid

IMPORTANT NOTE: Events beyond our control: we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation will be paid by us.

9. **OUR RESPONSIBILITY FOR YOUR BOOKING:** We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others. We also have no liability in the following situations:
- where the accommodation cannot be provided as booked due to circumstances beyond our control (see the Note in clause 8)
 - where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
 - where you incur any loss or damage that relates to any business activity.
 - where any loss or damage relates to any services which do not form part of our contract with you.
 - If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your accommodation. This limit does not apply to cases involving death or injury.
10. **BEHAVIOUR:** When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third party as a result.
11. **CHECK-IN AND CHECK-OUT:** The standard international practice is to let rooms from mid afternoon on the day of arrival until mid morning of the day of departure. Occasionally when you arrive at your accommodation, you may have to wait a short while until your room is ready. Similarly, if you are leaving the destination on a flight later in the day, you may be required to check out of your hotel room earlier in the day. In some cases, you may be able to extend your stay in your room or have access to facilities at the accommodation to change and refresh yourself in, but we cannot guarantee this, and this should be arranged with the accommodation management.
12. **COMPLAINTS:** If you have a problem during your stay, please inform the accommodation provider [and our resort representative] immediately, who will endeavour to put things right. You should also try to find a solution whilst you're there. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Sports Tours International Limited, 91 Walkden Road, Walkden, Manchester M28 7BQ giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please bear in mind that we are only liable to compensate you in line with these booking conditions - in particular clause 9 above makes clear that our obligation is to choose the accommodation provider with reasonable skill and care. Any dispute or claim arising out of this contract that cannot be settled between us can be referred by you to ABTA's dispute resolution (see clause 13) or court. We agree that the courts of England and Wales have jurisdiction and English law applies (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable.)
13. **ABTA:** We are a Member of ABTA, membership number A406X/V1479. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.
14. If you are travelling alone and do not wish to pay the applicable whole price for an apartment or suite, we will, if you wish and subject to availability, match you up with someone of the same sex on a "twin to share" basis wherever possible. If you select an apartment/suite sold on this "twin to share" basis you will be sharing with another participant on the tour and not have sole use of the apartment or suite. In such cases we are not allowed to give any details regarding the name, address or phone contact of the parties requesting sharing arrangements. Please note, you must inform us in advance of any medical conditions or personal issues that may negatively impact on someone else's enjoyment of the stay, for example, snoring – if you do not

inform us, then we reserve the right to change your booking to a separate full apartment or suite and for you to pay the difference in price.

OTHER IMPORTANT INFORMATION

15. **Data Protection** – The lead person on the booking must have approval from all other members of the party (and any “emergency contacts”, where applicable) to give consent to our processing their personal information to ensure that your holiday runs smoothly (in the case of minors, under 13 years of age, from their parent or guardian; in the case of anyone unable to give consent, from their legal representative). This may include providing your key personal information to specific suppliers involved in the organisation of your holiday, who may be outside of the United Kingdom. Any medical information volunteered will also be passed to the relevant bodies responsible for giving assistance at an event. Note that, by agreement with our suppliers and relevant organisations, any personal information passed will be held for the duration of the contract and then destroyed. If you have signed up to our newsletters and/or waiting lists, we will send you the information you have requested by email until such time as you wish to unsubscribe. You may unsubscribe at any time, using the link on our email, and your email address will be removed from our Marketing list. Please note that this may take up to 10 days.

Comment [SG6]: To discuss further where these items are covered on your website and / or brochure as these will not all apply in all circumstances.

16. **Health Regulations** - We advise all customers to check what the latest health requirements are for travel to their chosen destination and to ensure that they are fit enough to participate in any event, excursion or other tour they may take part in. Please consult your doctor, practice nurse or travel health clinic and/or obtain the relevant health leaflets, for example the Department of Health leaflet “Protect your Health Abroad” from your local Post Office or the Department of Health. We would also recommend that you consult with the following websites for advice: www.foc.gov.uk, www.dh.gov.uk, www.hpa.org.uk and www.nathnac.org. For Foreign Office advice on traveling to other countries, please refer to www.fco.gov.uk/knowbeforeyougo

Comment [SG7]: We need to discuss how you obtain consent to market generally to customers. Do we ask them to consent to marketing when they sign up to an account or book a holiday over the phone?

17. **Tickets and Tour documents** - These will be sent to you approximately 10-14 days before departure and may arrive by post or email (as appropriate).

18. Events

- a. Event Entry forms - For some events, entrants are obliged to fill in the appropriate official entry form, which we will send to you. This form must be returned within 7 days, or by any specified date for that event, to the issuing office or the specified location. Entries are subject to the event’s conditions of entry, which are outside of our control. Failure to return the signed entry form within the specified time may result in your race entry being refused, your booking cancelled and the loss of all monies you have paid.
- b. All requested medical information must be supplied otherwise the entry may be invalid.
- c. In the event of cancellation or postponement of the event, for whatever reason, we cannot be held responsible in any way for any loss (whether monetary (i.e. non-refundable event fees) or otherwise) or inconvenience.
- d. Some events may require a medical certificate to be able to enter. You will be advised of this at the time of booking, but it is your responsibility (and expense) to ensure you have organised this in accordance with the requirements of the booking.
- e. Events may change their security and safety arrangements at the last minute and without notice and we have no control over this. Please be prepared for this eventuality and listen to the advice of any security officials and do what they say.
- f. Certain events may require participants to undertake anti-doping procedures. You must be willing to adhere to this condition, otherwise your participation may be barred or annulled.
- g. Participation or attendance at events may grant the event organiser permission to use your image in any subsequent promotion or communication about the event, whether it be via TV, printed material, online or otherwise. If you do not agree to this, you should not enter the event.
- h. Many events do not permit the resale or swapping of entries and we would recommend you only do this where authorised by the event organizer. Contravention of this may render the entry void.

19. **Tours and itineraries** - Whilst we try very hard to deliver your tour itinerary as specified at the time of booking, sometimes circumstances beyond our control may prevent us from providing the exact tour itinerary that is advertised and in such circumstances we do not assume liability for any loss of the advertised elements of the itinerary. Please see the rest of these terms and conditions for further details.

Section C – Non package holiday or accommodation bookings, such as Hospitality only, Event entry only, transfers only, etc.

- 1 Any sales of these products are governed by the conditions of the event organiser. Sports Tours International acts only as an agent for these events and services.
- 2 Payments are taken in full and are non-refundable, non-transferable to other events. Where tickets are issued, if the tickets are lost, they may potentially not be replaceable without full payment again. With entries to events, name may not be substituted, except with the permission of the event organiser and may be subject to an administration fee. Please note, with most events, names cannot be changed.

- 3 The event organiser may make changes to the event date or structure of the experience without notice. All events are subject to Force Majeure. These can include, for example, war, riot, industrial dispute (for example, the disruption or closure of airports or other transport systems), terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions. In the unlikely event of the cancellation/postponement of the sporting events for whatsoever force majeure reason, Sports Tours International cannot be held responsible in any way for any monetary loss, inconvenience or any other circumstances, including non-refundable events fees.
- 4 In any event Sports Tours International shall not be liable for death or personal injury suffered by the client or its guests arising out of the booking. This limitation of liability shall also extend to any loss or damage sustained by property or belongings of the client or any of the clients guests or for any further costs, demands or expenses incurred or suffered by the client arising out of the booking.
- 5 The contract and these Terms and Conditions shall be governed by English law and Sports Tours International and the client hereby submits to the exclusive jurisdiction of the English Courts in all matters regarding to contract.

OTHER IMPORTANT INFORMATION

- A. Data Protection - The lead person on the booking must have approval from all other members of the party (and any "emergency contacts", where applicable) to give consent to our processing their personal information to ensure that your holiday runs smoothly (in the case of minors, under 13 years of age, from their parent or guardian; in the case of anyone unable to give consent, from their legal representative). This may include providing your key personal information to specific suppliers involved in the organisation of the event, who may be outside of the United Kingdom. Any medical information volunteered will also be passed to the relevant bodies responsible for giving assistance at an event. Note that, by agreement with our suppliers and relevant organisations, any personal information passed will be held for the duration of the contract and then destroyed. If you have signed up to our newsletters and/or waiting lists, we will send you the information you have requested by email until such time as you wish to unsubscribe. You may unsubscribe at any time, using the link on our email, and your email address will be removed from our Marketing list. Please note that this may take up to 10 days.
- B. Health Regulations - We advise all customers to check what the latest health requirements are for travel to their chosen destination and are fit enough to participate in their chosen event. Please consult your doctor, practice nurse or travel health clinic and/or obtain the relevant health leaflets e.g. the D.O.H. leaflet "Protect your Health Abroad" from your local Post Office or the Department of Health. Also consult the following websites for advice: www.foc.gov.uk, www.dh.gov.uk, www.hpa.org.uk and www.nathnac.org. For Foreign Office advice on traveling to other countries, please refer to www.fco.gov.uk/knowbeforeyougo
- C. Tickets and Tours documents - In some cases, these will be sent to you approximately 10/14 days before departure and may arrive by post or email.
- D. Events
 - a. Event Entry forms - For some events entrants are obliged to fill in the appropriate official entry form, which we will send you. This form must be returned within 7 days, or the specified date for that event, to the issuing office or a specified location and are subject to the conditions of entry over which we have no jurisdiction. Failure to return the signed entry form within the specified time could result in your race entry being refused and your booking cancelled with the loss of all monies paid. All requested medical information must be supplied otherwise the entry may be invalid.
 - b. In the unlikely event of the cancellation/postponement of the sporting events for whatsoever force majeure reason, Sports Tours International cannot be held responsible in any way for any monetary loss, inconvenience or any other circumstances, including non-refundable events fees.
 - c. Some events may require a medical certificate to be able to enter. You will be advised of this at the time of booking, but it is your responsibility and at your cost to ensure you have organised this.
 - d. Events may change their security and safety arrangements at the last minute, with no notice, so you must be prepared to accept this. You must listen to the advice of any security officials and do what they say.
 - e. Certain events may require participants to undertake anti doping procedures. You must be willing to adhere to this condition, otherwise your participation may be barred or annulled.
 - f. Participation or attendance at events grants the event organisation permission to use your image in any subsequent promotion or communication about the event, whether it be via TV, printed material, online or otherwise.
 - g. Many events do not permit the resale or swapping of entries, so do not do this, unless we are authorized to do so for you by the event organizer. Contravention of this may render the entry void.
- E. Itineraries - Whilst we try very hard to deliver your itinerary as specified at the time of booking, sometimes circumstances beyond our control may prevent us from providing the exact tour itinerary that is advertised and in such circumstances we do not assume liability for any loss of the advertised elements of the itinerary. Please see the rest of these terms and conditions for further details.
- F. Behaviour at venues - Please note, if your behaviour at any of the venues that we use leads to damage or costs being levied by suppliers, we will seek redress and recoup these costs from you or direct the supplier to you to take action. This could include damage to property.