

# BOOKING CONDITIONS

## 1. PARTIES

In these terms and conditions the "company" means Sports Travel Tours and the "client" means the person signing the Booking Form and all other persons on whose behalf he or she has signed it. The person signing the Company's Booking Form warrants that he or she has the authority of all persons named on the Booking Form to contract for the holiday bookings on their behalf subject to these terms and conditions. These booking conditions shall form the contract between Sports Travel Tours and the client.

## 2. CONTRACT

These terms and conditions shall apply to all holiday bookings accepted by the company whether the holidays are illustrated in any brochure issued by the company or planned by the company to meet the client's requirements. No contract shall exist between the company and the client until the company has received the completed Booking Form together with the deposit or full payment as required by the company to be paid which shall be clearly stated in the quote letter, and until the company has signified in writing to the client its acceptance of the booking. No variation of these terms and conditions shall form part of any contract between the company and the client unless the company confirms it in writing to the person signing the Booking Form. Texas law shall govern all aspects of the contract and the parties agree to the exclusive jurisdiction of the Texas courts.

## 3. PAYMENT TERMS

a) All holiday bookings made more than eight weeks before the intended date of departure must be accompanied by the appropriate deposit which will be declared on the quote form. The balance of the full price as shown on the company's invoice is payable not later than eight weeks before the intended date of departure or seven days after the date of the company's final invoice, whichever be the later. The company reserves the right to treat any failure to pay by the due date as a cancellation of the holiday booking by the client and the company will inform the client if it intends to do so and such cancellations will be of effect from the date of despatch of such notice. If this is the case the company will retain any deposit paid and apply cancellation charges as set out below in point six.

b) Where holiday bookings are made eight weeks or less before the intended date of departure the full price is payable at the time of booking.

## 4. PRICE

The Contract price is based on the cost of transport, fares, labour, hotel and other tariffs, subcontracts, taxes, duties and currency exchange rates at the date the booking is accepted. The company reserves the right to amend the contract price to take account of any variations in these costs or the imposition of any new taxes or duties and will set out reasons for making any changes in writing to the client. Unless expressly stated otherwise all prices are exclusive of sales tax, locally charged airport taxes or levies, and food. The price of the client's holiday is subject to surcharges on the following items- Government action and currency fluctuations. Even in this case the company will absorb an amount and any amendment charges so that only amounts in excess of 2% will be surcharged. If the surcharge results in an increase of more than 10% of the holiday price excluding insurance premiums and amendment charges the client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund of all money paid excluding any insurance premiums and amendment charges.

## 5. ALTERATION BY THE CLIENT

i) If the client wishes to change the holiday booking in any way the company will do its utmost to make the required changes if reasonably possible. Notification of any required changes must be made in writing and signed by the person who signed the original booking form. If changes are requested less than 6 weeks before departure the company will endeavour to assist the client however this will be done at the sole discretion of the company. In all cases the company shall be entitled to charge the client for the additional costs of any cancellations and re-arrangements as well as an administration fee of £50.00.

ii) No refunds will be given for services pre booked but not utilised. Should you fail to use or make any changes to any part of your itinerary without notifying us beforehand, your onward arrangements will be automatically cancelled and we will not be liable for any losses or expenses you incur.

## 6. CANCELLATION BY THE CLIENT

Holiday bookings may be cancelled by giving to the company written notice of cancellation signed by the person signing the booking form stating on behalf of which persons named in the booking form cancellation is made. The date of cancellation shall be the date of receipt of such written notice by the company. Where a holiday booking is cancelled by a client or where a holiday booking is treated by the company as cancelled under clause 3 of these terms and conditions, the client will be liable to pay the company cancellation charges, in accordance with the following scale:

Period before intended departure date of receipt of written notice of cancellation by the company	Cancellation charges expressed as a percentage of the full price of each cancelled holiday
More than 60 days	Deposit only
60-31 days	60%
30-14 days	90%
Less than 14 days	100%

On or after the intended departure date no refunds will be made. Insurance if purchased is not refundable in the event of cancellation. These charges will always apply unless the foreign office specifically advises against travel to the country. Once flight tickets have been issued (usually 8 weeks prior to departure) no refund can be made on the flight portion of the holiday.

## 7. COMPANIES RIGHTS

### I. Definitions

For the purposes of these terms and conditions:

a) "Force Majeure" is defined as circumstances where the company does not accept responsibility where performance and / or prompt performance is prevented by reason of war or threat of war, riot, civil strife, industrial dispute (as defined below), terrorist activity, natural and nuclear disaster, fire or adverse weather conditions.

b) "Industrial Dispute" is defined as action affecting a supplier which will unavoidably prevent performance, for example where action is so extensive in character that it precludes travel by similar alternative means of transport.

### II. Alterations by the company

i) The company costs each tour on a minimum number of passengers travelling together. If this minimum level is not reached the company reserves the right to cancel the holiday no less than 28 days before departure. If this should be the case the company will offer a full refund or subject to clients agreement the holiday will be operated at the necessary supplement.

ii) If the company has to cancel a holiday as a result of force majeure, it shall inform the client without delay and shall offer the client the choice of an alternative holiday of at least comparable standard if available, or of a prompt and full refund of all money paid.

iii) Should it prove necessary for the company to alter the holiday (other than by force majeure) without materially affecting the booked holiday the client does not have any right of cancellation.

iv) The company reserves the right to amend holiday arrangements including the mode of ground transportation, accommodation, airline carrier, airport, if necessary for operational reasons. In this case it is not possible to transfer the client's holiday or cancel it without incurring the standard charges as set out in clause 6.

v) If a major change that materially affects the holiday i.e. if the cities visited or games chosen are changed by the company then in these cases the client has a choice of either a) accepting the changes as advised by the company b) purchasing another holiday from the company or c) cancelling the holiday and receiving a full refund of all monies paid.

vi) The client by signing the booking form accepts that it may prove necessary to vary or modify a tour itinerary or its contents due to the prevailing conditions and agrees to be bound by the decisions of the tour leader.

## 8. LOCAL LAWS

All participants in the tours are expected to obey the laws and regulations of the countries visited and any failure to do so shall relieve Sports Travel Tours of all obligations they may otherwise have under these conditions of booking. The company reserves the right to terminate without notice the holiday arrangements of any passenger whose behaviour is such that it is in the opinion of the company likely to cause distress, damage or annoyance to the company's other passengers, employees or any third party or property. If the client is prevented from travelling because in the opinion of any person in authority, the client

appears to be unfit to travel or likely to cause discomfort or disturbance to other passengers, the company's responsibility for the clients holiday ceases and the company shall be under no obligation to pay any refund, compensation or costs to the client.

## 9. PERSONAL INJURY NOT CONNECTED WITH ARRANGEMENTS MADE BY SPORTS TRAVEL TOURS.

In the event that a member of the party should suffer illness, personal injury or death during the holiday through a cause unconnected with any negligent act or omissions of our employees, agents or sub-contractors or suppliers the company will offer all assistance possible.

## 10. SPORTS TRAVEL TOURS RESPONSIBILITY FOR YOUR HOLIDAY

The company accepts responsibility for the clients holiday arrangements and for ensuring that the services the clients receives are of reasonable standard and as described in the brochure. However in the unlikely event that the services are found to fall below a reasonable standard or are not as described in the brochure, Sports Travel Tours limits its liability to the cost of the holiday, exclusive of insurance premiums. The following terms apply as to claims:

a) Claims must be made known to the company immediately and full written details should, where possible be provided within 14 days of the scheduled completion date of the holiday.

b) Where any payment is made by the company or its insurers, the claimant must assign to the company or its insurers his or her rights against any third party and must give full co-operation to enable the company to pursue a claim.

c) When the client travels with an air, sea or rail carrier, the conditions of carriage of that carrier apply and are deemed to be incorporated into this contract. These conditions are often the subject of International conventions which limit or exclude liability.

d) The liability of the hotelier may be limited in accordance with the Paris convention of 1962 on the liability of hotelkeepers.

e) The company cannot accept any liability for any delay in your flight or other transport to or from the UK nor within the country of destination or events being cancelled or rescheduled which may result in your holiday being materially affected, where the cancellation or delay is caused by adverse weather conditions, re-scheduling times by the airline, television networks or sporting organisations, the airport authorities and/or the action of air traffic controllers, port authorities, mechanical breakdown, strike or industrial action or otherwise. However in certain circumstances the client may be able to make a claim under their insurance policy.

f) Where Sports Travel Tours acts as an agent for another Tour operator the client accepts that company's terms and conditions as part of Sports Travel Tours terms and conditions, a copy of which can be provided on request.

## 11. PASSPORTS, VISAS AND VACCINATIONS

It is the responsibility of the client to be in possession of a valid passport, visa permits and inoculations as maybe required for the duration of the tour. Ensure that your Passport is valid for the duration of your stay. Many countries require that your passport be valid for a further 6 months from your intended date of departure from that country. If in doubt contact the Embassy of the country you are visiting/transiting for advice. Passengers travelling to the USA should refer to section headed - Electronic System for Travel Authorization (ESTA). Information about these matters or related items is given in good faith but without responsibility on the part of Sports Travel Tours.

## 12. Electronic System for Travel Authorization (ESTA)

From January 12, 2009, all qualified Visa Waiver Programme travelers will be required to obtain electronic travel authorization prior to boarding an air or sea carrier to the United States. Travelers who do not receive travel authorization prior to their departure may be denied boarding, experience delays or be denied admission into the United States. Applications may be submitted at anytime prior to travel, but no less than 72 hours prior to departure. Travel Authorization is obtained through an online registration system known as the Electronic System for Travel Authorization (ESTA). If your registration is successful, it will be valid for multiple applications for two years or until the date on which your passport expires, which ever comes first. Before going on line to register, you should ensure that you are qualified to travel under the Visa Waiver Program otherwise your registration will be rejected. ESTA only authorizes a traveler to board an air or sea carrier for travel to the United States. It also does not guarantee entry into the United States; that decision rests with the immigration official at the Port of Entry in the same way that travelers currently entering the U.S. under the Visa Waiver Program or with a visa are subject to inspection. Entering the United States by land Travelers who make their initial entry into the U.S. by land from either Canada or Mexico are NOT required to travel authorization through ESTA before traveling. Warning If your passport has ever been reported lost or stolen to the authorities and then recovered, please do not attempt to use it for travel to the United States. If you input the passport details into ESTA, your application will be denied.

Submit your ESTA Application at <https://esta.cbp.dhs.gov>

For further information visit the US Embassy Website: [www.usembassy.org.uk](http://www.usembassy.org.uk)

## 13. HOLIDAY INSURANCE

It is a condition of the contract that the client takes out holiday insurance to cover the client in the event of illness, personal injury, or death during the course of the holiday, in respect of third party claims and for cancellation. Sports Travel Tours provides such insurance through AIG Europe Ltd. If the client accepts it the client does so having read the terms and conditions of AIG Europe Ltd as set out in the brochure provided. It is the client's responsibility to ensure that the client and all members of their party have insurance which is sufficient for the client's particular needs and to arrange additional cover if required. Sports Travel Tours has the right to decline or cancel a booking at any time if the company is not satisfied that the client has adequate travel insurance. If the company has to cancel in this situation, full cancellation charges will apply. The terms and conditions of AIG Europe Ltd form part of the terms and conditions of Sports Travel Tours.

## 14. SPECIAL REQUESTS

Requests for adjacent or smoking rooms etc. should be made at the time of booking. Whilst making every effort to obtain such facilities, we cannot guarantee their provision and such requests form no part of the contract.

## 15. BROCHURE ACCURACY

Every effort has been made to ensure the accuracy of description, information and prices, however it is possible that an advertised facility may be changed or withdrawn. Whenever practical, Sports Travel Tours will advise of such changes. In the case of Sports Travel Tours advertising the appearance of a specific player or performer Sports Travel Tours cannot be held responsible for the non-appearance of the player due to injury, illness or non-selection by the organisations involved, and no compensation claims for the player's non-appearance will be entered into.