

## **Sports Tours International Booking Conditions**

These booking conditions are separated into 4 sections, depending on what type of booking you have made:

**Section A: Package Holiday bookings** applies to package bookings – where you make and pay for a booking with us, that includes accommodation and/or return flights and/or event entries and/or travel insurance and/or transfers - and where your contract is with us.

**Section B: Single travel service bookings with us** applies to single travel service bookings made directly with us, where you make and pay for a booking with us for a single travel service (such as accommodation-only, or event-only bookings) and where your contract is with us.

**Section C: Single travel service bookings with a third party** applies to single travel service bookings (such as accommodation-only, or event-only bookings) made with a third-party service provider, where we act as agent in making the booking for you - and where your contract is with the third-party service provider (and not us).

**Section D: Other Important Information** will also apply to your booking (where applicable). You should therefore ensure that you have also read, understood and agreed to Section D, in addition to Section A, B or C (where relevant) before you make a booking with us.

### **Section A: Package Holiday Bookings**

This Section A applies where you make and pay for a booking with us, that includes accommodation and/or return flights and/or event entries and/or transfers; and where your contract is with us, SPORTS TOURS INTERNATIONAL LIMITED, 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: The Spectrum, 56-58 Benson Road, Birchwood, Warrington WA3 7PQ. Company registration number 02207655 ("we", "us", "our" or "the **Company**").

Contact details:

Tel: +44 (0) 161 703 8161

Email: sales@sportstoursinternational.co.uk

Correspondence address: Sports Tours International, 91 Walkden Road, Walkden, Manchester, M28 7BQ

This combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all rights applying to packages. We will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent. For more information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018:

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>

#### **1. Your contract**

- a. These booking conditions, together with our privacy policy (<https://www.sportstoursinternational.co.uk/privacy/>), our website terms and conditions of use (where you have made a booking via our website) and any information that we provide to you in regard to your booking, form the basis of your contract ("the Contract") with us.
- b. In these booking conditions references to "you" and "your" means the first named person on the booking (the lead name) and all persons named on the booking (including anyone who is later added or substituted) and any one of them, as applicable. The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that they have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons named on the booking. In making a booking with us, the lead name is regarded as having read, understood and agreed to these booking conditions on behalf of themselves and everyone else in the booking.  
The lead name shall be liable for:
  - (i) the full payment of any deposits and balances;
  - (ii) the payment of any amendment fees or cancellation charges;
  - (iii) confirming the details of the persons in the booking to us;
  - (iv) passing on to all persons in the booking any and all information issued by us including, without limitation, our booking confirmation invoices and these booking conditions.
- c. When you make a booking with us, you will be required to pay a deposit for each paying member of your booking and the Contract between us shall come into existence as soon as we have issued our confirmation invoice to you. We reserve the right not to accept your booking at any time up until we have issued a confirmation invoice to you and, in this event, we will refund any deposit(s) that you have paid to us. It is important that you check the confirmation invoice carefully and advise us

immediately of any incorrect or incomplete information. Please ensure that names on the booking are exactly as stated in the relevant passport.

- d. It is a condition of your Contract with us that you and all members of your party are adequately insured from the date that you make your booking with us. You must be satisfied that your insurance fully covers all your personal requirements including, without limitation, full Covid-19 cover, personal belongings, any pre-existing medical conditions, cancellation charges, medical expenses and repatriation costs in the event of accident or illness.
- e. If you or any member of your booking has any specific medical condition, disability or reduced mobility which may affect your chosen travel arrangements then you should provide us with full details at the time of booking and before we issue our booking confirmation to you, so that we can advise as to any suitability or otherwise of your chosen travel arrangements. The lead name on the booking must also promptly update us of any changes that may occur after booking but prior to departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.
- f. Any special requests must be advised to us at the time of booking. Whilst every effort will be made to arrange any reasonable special requests, we cannot guarantee that they will be fulfilled and any failure to arrange a special request on our part shall not be deemed as being a breach of our Contract with you. 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. We reserve the right to decline any booking that is conditional upon any special request being met.

**2. IMPORTANT: What is not included in your booking. 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 will be subject to the separate terms and conditions agreed 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. Subject to clause 18, any excursions, events or other tours/activities that you may choose to book or pay for whilst you are on holiday, or with a third party before you travel, do not form part of or are not part of your Contract with package holiday provided by us.
- e. The cost of any required visas and passports.
- f. Local tourist taxes levied in destination
- g. Cots and food for infants under 2 years of age.

**3. Paying for Your holiday**

- a. When you make your booking you must pay a deposit of at least £100 per person plus the cost of any non --refundable travel services such as airline seats and/or event entry fees that are required to be paid in full at the time of booking. Any such travel services will be clearly stated at the time of booking. The balance of the total price of your travel arrangements must be paid at least 12 weeks before your departure date, unless otherwise stated on your booking confirmation invoice. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements and retain your deposit.
- b. If you make a booking with us within 12 weeks of departure, the full balance will be payable at the time of making your booking.
- c. We reserve the right to alter the prices of any of the unsold holidays shown on our website. You will be advised of the current price of the holiday that you wish to book at the time of booking or before we issue our booking confirmation invoice to you.

**4. If You Cancel Your Booking**

If you wish to cancel your booking after we have issued a confirmation invoice to you, the lead name on the booking or your travel agent, on your behalf, must inform us in writing as soon as possible and the effective date of any change shall be the date that we receive written notification from you or your travel agent. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges as follows:

<b><i>Period before departure in which you notify us</i></b>	<b><i>Cancellation charge</i></b>
More than 84 days	Deposit (together with any non-refundable costs which are incurred by us)
84 – 57 days	50% of holiday cost (together with any non-refundable costs which are incurred by us)
56 – 29 days	70% of holiday cost (together with any non-refundable costs which are incurred by us)
28 – 15 days	90% of holiday cost (together with any non-refundable costs which are incurred by us)
Less than 15 days	100% of holiday cost (together with any non-refundable costs which are incurred by us)

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

For flight-inclusive bookings, you must also pay any cancellation charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued, for any reason, these charges are likely to be the full cost of the flight(s). Some elements of your booking (e.g., transfers, excursions, upgrades, etc.) may also not be refundable.

## **5. 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, the lead name on the booking must inform us in writing as soon as possible and the effective date of any change shall be the date that we receive written notification from you. Whilst we will do our utmost to make the requested changes to your booking, it may not always be possible to do so. Where we can make the requested changes, you will be required to pay an administration charge of £50 per booking, in addition to any further costs or charges that we incur (whether from our suppliers or otherwise) in making the alteration to your booking. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible.

**Note:** Certain travel arrangements 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. Cancellation fees will also be payable in regard to the people who have cancelled their place in the booking and if a cancellation brings the total number of people in the booking below the minimum number required to qualify for any discount in price or a concession for any accompanying adults, the total price and concessions may be adjusted accordingly.

For trips to Club La Santa, we may be able to change the date of your apartment booking to another date, but this may 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.

You can transfer a booking to another person, who satisfies all the conditions that apply to the booking, by the lead name giving us notice in writing as soon as possible and in any event no later than 7 days before your departure. Both the previous person in the booking and the person to whom the booking is being transferred to will be responsible for paying all costs and charges we incur in making the transfer. For flight inclusive bookings, most airlines do not permit name changes after tickets have been issued for any reason, therefore you may have to pay the full cost of an alternative flight (where available) if you wish to transfer a flight seat after your booking has been confirmed.

## **6. If We Cancel Your Booking**

We reserve the right to cancel your booking, however, we will not cancel less than 4 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead has not been reached.

Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required for the booking to go ahead will be provided to you at the time of booking (as well as with the holiday description), along with the time limit for us to tell you if the package has to be cancelled due to the required minimum numbers not being reached.

If your booking is cancelled you can either have a refund of all monies paid or accept an alternative booking of comparable standard from us, if we are able to offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you we will:

- a) 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
- b) pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above) or because the minimum numbers have not been reached.

<i><b>Period before departure in which we notify you</b></i>	<i><b>Amount you will receive from us</b></i>
More than 84 days	Deposit Only
84 – 57 days	£10 + monies paid
56 – 29 days	£10 + monies paid
28 – 15 days	£10 + monies paid
Less than 15 days	£25 + monies paid

This does not exclude you from claiming more if you are entitled to do so.

## **7. If We Change Your Booking**

### **a. Changes to the price**

We can change your holiday price after you've booked, as a result of changes: (i) in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) in the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) to exchange rates relevant to your booking. However, there will be no change to the price of your booking within 20 days of your departure.

We will absorb (and you will not be charged for) any increase of 2% or less of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and, conversely, we will not refund any decrease in booking price of 2% or less.

You will be charged for any increase the amount over 2% and if the increase in price is more than 8% of the price of your travel arrangements, you will have the option of (i) accepting the price difference and paying the additional amount due; (ii) accepting a change to another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) cancelling your booking 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 by more than 2%, then any refund due will be paid to you. We will deduct from this refund any administration expenses incurred. Please note that some travel arrangements are not always purchased in your local currency and some apparent changes have no impact on the price of your travel due to contractual and other protections in place.

We reserve the right to amend the price of any unsold travel arrangements at any time.

### **b. Changes other than the price**

Occasionally we have to make changes to your booking and it is a term of your Contract with us that we are able to make changes to any aspect of your booking at any time. Most changes will be minor and will be advised at the earliest possible date. Examples of minor/insignificant 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 and any change to a London departure airport (including London City, London Gatwick, London Heathrow, London Luton, London Stansted and London Southend). In the event of a minor change, we shall not be liable to pay you any compensation.

If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your booking we will inform you as soon as reasonably possible, if there is time before your departure, and you will have the choice of (i) accepting the change; or (ii) accepting a suitable alternative where we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) having a refund of all monies paid, if we are not able to offer an alternative that is sufficiently comparable.

We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescales given your booking may be cancelled.

If you choose to accept a refund:

- (i) 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
- (ii) We will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

<i>Period before departure in which we notify you</i>	<i>Amount you will receive from us in compensation</i>
More than 84 days	Nil
84 – 57 days	£10
56 – 29 days	£10
28 – 15 days	£10
Less than 15 days	£25

## **8. Unavoidable and extraordinary circumstances**

Except where otherwise expressly stated in these booking conditions we will not be liable for any damage, loss, costs or other expenses incurred by you - or pay you compensation - where the performance or prompt performance of our Contractual obligations to you are prevented, or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of unavoidable and extraordinary events.

Unavoidable and extraordinary events are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid. Such events include, without limitation, war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster, consequences of Brexit and all similar events outside our or the concerned supplier's control.

## **9. Our Liability to You**

- a. Under the Package Travel and Linked Travel Arrangements Regulations 2018, we are responsible for the proper performance of the package. However, you must inform us, without undue delay, of any issues with any of the travel services included in your booking - please see clause 12 (Complaints) for how to make a complaint in destination.  
We will not be liable for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from: (i) the act(s) and/or omission(s) of the person(s) affected or another/any member of your group; (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the travel services in the booking that are unforeseeable or unavoidable; (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken; (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings); (v) any loss or damage that relates to any services that you may have entered into separate contracts for with other providers/suppliers and which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party) and/or any services provided near to where you are staying such as water sport providers, beach

vendors, shops, massage and other spa therapies and sporting facilities; (vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you; and (vi) any damage, loss or expense or other sum(s) of any description pursuant to clause 9.b (Covid-19) .

Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your complaint. If the particular travel services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the travel services will be treated as having been properly provided. This will be the case even if the travel services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

Our liability, except in cases involving death, or personal injury as a result of our negligence, or the negligence of our suppliers who provide some of the services that form part of your Contract with us, shall be limited to a maximum of three times the cost of your travel arrangements (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any conditions of carriage or International Conventions.

We are to be regarded as having all benefit of any limitation of compensation contained in these booking conditions in addition to any relevant and applicable international conventions, (including, without limitation 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 and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage), and any limitation of liability provided for in any applicable conditions of carriage of the transport companies that provide the travel services that make up your booking (e.g. airlines, boats, ships, inland waterways, trains). Any such terms shall be incorporated into your Contract with us and will apply to you on that journey. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines.

You can ask for copies of the travel service contractual terms, or the international conventions, from Sports Tours International Limited, 91 Walkden Road, Walkden, Manchester M28 7BQ, telephone 0161 703 8161.

Under the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 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 are available from the relevant airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your booking price from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. This entire clause 9 does not apply to any separate contracts that you may enter into for excursions, events or activities whilst on holiday.

**b. Covid-19**

We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst in destination. We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(i) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- (a) Postponing your booking to a later date. We will notify you of any impact to the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your booking, such as the flight, as well as any increase in cost imposed by other suppliers);
- (b) If not everyone in the booking is affected, you will have the right to transfer your place on the booking to another person nominated by you, subject always to the requirements of clause 5;
- (c) Cancelling your booking, in which case our standard cancellation charges shall apply as of the date we receive notice of cancellation from the lead name. You may be able to claim these charges back from your travel insurance.

If this happens whilst you are in destination, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your booking, missed transport arrangements, additional accommodation required (either in the UK or in destination, prior to your departure), or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs.

(ii) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so and, as such, you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with your booking, or that portion of your booking.

You also acknowledge that the suppliers providing your booking and associated travel services, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of facemasks by staff (and you may be required to wear a facemask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options, limited food/drink availability and amendments to the usual or normally expected safety standards and procedures. We do not expect these measures to have a significant impact on your enjoyment of your booking and all measures will be taken with the purpose of securing your safety and those around you.

## 10. Protecting your money

- a. The money you pay us for a flight inclusive booking is protected by our Air Travel Organiser's Licence (ATOL) number 2711, which is managed by the Civil Aviation Authority, Gatwick Airport south, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected flight or flight inclusive package 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 we are not 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 booking 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.

- b. When you buy a package holiday that does not include a flight, protection is provided by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ. For further information, please see [www.abta.com](http://www.abta.com). Where your booking is protected under the ABTA scheme, you agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service provider provides the services you have bought, you agree to pay any outstanding sum under your Contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.
- c. All money you pay to a travel agent for your booking are held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

## 11. ABTA

We are a Member of ABTA, membership number 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 cannot resolve your complaint, go to [www.abta.com](http://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](http://www.abta.com).

## 12. Complaints

If you have a complaint about any of the services included in your booking, you must inform our resort representative and the relevant supplier of the service (e.g., your accommodation supplier) whilst in destination and without undue delay, who will endeavour to put things right.

If your complaint is not resolved locally, you must send formal written notice of your complaint to [customerservice@sportstoursinternational.co.uk](mailto:customerservice@sportstoursinternational.co.uk) or write to us at Customer Services Department at Sports Tours International Limited, 91 Walkden Road, Walkden, Manchester M28 7BQ, within 28 days of your return, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this Contract. Please also see clause 11 above on ABTA.

Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

### **13. Additional assistance**

We will provide appropriate assistance in the event that you or a person in your booking experience difficulty whilst in destination, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. We will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or a person in your booking, or as a result of your negligence.

### **14. Your Behaviour**

All people travelling with us are to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your booking is causing or is likely to cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, or to cause a delay or diversion to transportation, we reserve the right to consider your booking to have been cancelled by you with immediate effect.

In this event our liability to you will cease and you and the people in your booking will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or the people in your booking and will not be liable for any damage, loss, refunds expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation 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 or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

The lead name shall, at all times ensure that all people in the booking:

- (i) comply with any and all Covid-19 requirements during the trip; and
- (ii) take into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that each person takes care when out during the hours of darkness; do not go out alone; do not put themselves in risk situations; are aware of their behaviour and actions in the context of their surroundings; and
- (iii) comply with all relevant laws.

### **15. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures and other promotional materials are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking that we have confirmed, amendment charges shall apply. If a price on our booking confirmation, website, brochures or promotional material is obviously incorrect, a booking made on that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

### **16. Passport, Visa, Immigration and Health Requirements**

It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK.

In addition to the relevant embassies and/or consulates, information can also be found on the following websites:

FCDO (<https://www.gov.uk/foreign-travel-advice>)

NaTHNaC (<https://travelhealthpro.org.uk/>)

Brexit (<https://www.gov.uk/visit-eu-switzerland-norway-iceland-liechtenstein>)

GHIC: (<https://www.gov.uk/global-health-insurance-card>)

Passports: (<https://www.gov.uk/apply-renew-passport>)

<https://www.gov.uk/government/organisations/department-for-transport>

We do not accept any responsibility or liability if any member of your booking cannot travel or gain entry to an event and/or venue because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).



Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year from date of issue, you should check with the Embassy of the country you are visiting.  
You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any such requirements.

#### **17. Flight information**

The carrier(s), flight timings and types of aircraft shown in our brochures, on our website and as detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation (which shall not be considered to be a significant change to you booking). We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be sent to you approximately two weeks before your date of departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.

Regulation (EC) No.2111/2005 establishes a list of air carriers which are subject to an operating ban within the European Community: [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

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.

#### **18. Excursions**

Excursions, events or other tours/activities that you may choose to book or pay for whilst you are on holiday, or with a third party before you travel, do not form part of your Contract with us.

Instead, Your contract will be with the operator of the excursion, event or tour/activity and not with us – and we shall not be responsible or liable for the provision of any such excursion, event or tour/activity or for anything that happens during the course of its provision by the operator.

#### **19. Data protection**

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR: <https://www.sportstoursinternational.co.uk/privacy/>

It is possible that photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any persons who are prominently included in any shots. Consent will not generally be sought from persons who only appear in the background and are not identifiable. No persons will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

#### **20. Variation**

These booking conditions may be varied by us at any time and at our sole discretion. Any new booking conditions will be published on our website and will have immediate effect.

#### **21. Law and Jurisdiction**

These booking conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your Contract or booking will be dealt with by the exclusive jurisdiction of the Courts of England and Wales.

**Date: 20.06.2022**

## **Section B: Single travel service bookings with us**

This Section B applies to single travel service bookings made directly with us, where you make and pay for a booking with us for a single travel service (such as accommodation-only, or event-only bookings) and where your contract is with us, **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.

Contact details:

Tel: +44 (0) 161 703 8161

Email: sales@sportstoursinternational.co.uk

Correspondence address: Sports Tours International, 91 Walkden Road, Walkden, Manchester, M28 7BQ

This booking shall **not** constitute a package booking within the meaning of the Package Travel and Linked Travel Arrangements Regulations and you will **not** therefore benefit from any rights applying to packages.

### **1. Your contract**

- a. These booking conditions, together with our privacy policy (<https://www.sportstoursinternational.co.uk/privacy/>), our website terms and conditions of use (where you have made a booking via our website) and any information that we provide to you in regard to your booking, form the basis of your contract ("the Contract") with us.
- b. In these booking conditions references to "you" and "your" means the first named person on the booking (the lead name) and all persons named on the booking (including anyone who is later added or substituted) and any one of them, as applicable. The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that they have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons named on the booking. In making a booking with us, the lead name is regarded as having read, understood and agreed to these booking conditions on behalf of themselves and everyone else in the booking.  
The lead name shall be liable for:
  - a. the full payment of any deposits and balances;
  - b. the payment of any amendment fees or cancellation charges;
  - c. confirming the details of the persons in the booking to us;
  - d. passing on to all persons in the booking any and all information issued by us including, without limitation, our booking confirmation invoices and these booking conditions.
- c. It is a condition of your Contract with us that you and all members of your party are adequately insured from the date that you make your booking with us. You must be satisfied that your insurance fully covers all your personal requirements including, without limitation, full Covid-19 cover, personal belongings, any pre-existing medical conditions, cancellation charges, medical expenses and repatriation costs in the event of accident or illness.
- d. If you or any member of your booking has any specific medical condition, disability or reduced mobility which may affect your chosen travel arrangements then you should provide us with full details at the time of booking and before we issue our booking confirmation to you, so that we can advise as to any suitability or otherwise of your chosen travel arrangements. The lead name on the booking must also promptly update us of any changes that may occur after booking but prior to departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.
- e. Any special requests must be advised to us at the time of booking. Whilst every effort will be made to arrange any reasonable special requests, we cannot guarantee that they will be fulfilled and any failure to arrange a special request on our part shall not be deemed as being a breach of our Contract with you. 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. We reserve the right to decline any booking that is conditional upon any special request being met.

### **2. Booking and Payment**

When you make a booking with us, you will be required to pay a deposit of £100 for each paying member of your booking and the Contract between us shall come into existence as soon as we have issued our confirmation invoice to you. We reserve the right not to accept your booking at any time up until we have issued a confirmation invoice to you and, in this event, we will refund any deposit(s) that you have paid to us. It is important that you check the confirmation invoice carefully and advise us immediately of any incorrect or incomplete information. Please ensure that names on the booking are exactly as stated in the relevant passport.

The balance of the total price of your travel arrangements must be paid at least 12 weeks before your departure date. If the balance is not paid in time, we reserve the right to cancel your travel arrangements and retain your deposit.

Where accommodation-only is booked, the cost does not include any extra chargeable services that you may use whilst at the accommodation. These are payable direct to the hotel/accommodation provider.

If you make a booking with us within 12 weeks of departure, the full balance will be payable at the time of making your booking.

**3. Prices:**

We reserve the right to alter any of our advertised accommodation prices prior to a booking being confirmed. You will be advised of the current price of the travel service that you wish to book before we confirm your booking.

**4. If you want to change your booking:**

If you wish to change/amend your booking after we have issued a confirmation invoice to you, the lead name on the booking or your travel agent, on your behalf, must inform us in writing as soon as possible and the effective date of any change shall be the date that we receive written notification from you or your travel agent.

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 costs and charge made by the accommodation supplier and/or incurred by us in making the change. These charges/costs 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.

**5. If you want to cancel your booking:**

If you wish to cancel your booking after we have issued a confirmation invoice to you, the lead name on the booking or your travel agent, on your behalf, must inform us in writing as soon as possible and the effective date of any cancellation shall be the date that we receive written notification from you or your travel agent. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged the cancellation fees below:

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. |
| e. Within 14 days of arrival date:             | 100%  |

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).

**6. If we change or cancel your booking:**

We may occasionally have to make changes or cancel your booking and it is a term of your Contract with us that we can do so at any time.

**a. Changes:**

Most changes will be minor and will be advised at the earliest possible date and, in the event of a minor change, we shall not be liable to pay you any compensation. 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.

However, if we are constrained by circumstances beyond our control to significantly alter your booking we will inform you as soon as reasonably possible, if there is time before your departure, You will have the choice of (i) accepting the change, or (ii) accepting a suitable alternative where we are able to offer one (we will refund any price difference if the alternative is of a lower value and you will pay the increase in cost if the replacement is advertised at a higher price than your original booking), or (iii) having a refund of the money you've paid to us, if we are not able to offer an alternative that is sufficiently comparable

**b. Cancellation:**

We reserve the right to cancel your booking, however, we will not cancel your travel arrangements less than 4 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance.

Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken (see clause 7 below).

If your booking is cancelled you can either have a refund of all monies paid or accept an offer of alternative booking of comparable standard from us, if we are able to offer one (we will refund any price difference if the alternative is of a lower value).

In this event, we will not be liable for any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts.

**7. Unavoidable and extraordinary circumstances**

Except where otherwise expressly stated in these booking conditions we will not be liable for any damage, loss, costs or other expenses incurred by you - or pay you compensation - where the performance or prompt performance of our Contractual

obligations to you are prevented, or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of unavoidable and extraordinary events.

Unavoidable and extraordinary events are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid. Such events include, without limitation, war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster, consequences of Brexit and all similar events outside our or the concerned supplier's control.

## **8. Our liability**

a. We will not be liable for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from: (i) the act(s) and/or omission(s) of the person(s) affected or another/any member of your group; (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of travel service booked; (iii) the travel service not being provided as booked due to unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity; (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings); (v) any loss or damage that relates to any services which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party); (vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your Booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you; (vii) any no-show of any persons in your booking or any late arrivals; (viii) any curtailment of your booking by any of the persons in your booking; (ix) the over occupancy of any accommodation that you have booked; and (x) any damage, loss or expense or other sum(s) of any description pursuant to clause 10 (Covid-19).

b. Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your complaint. If the travel service which gave rise to the claim or complaint was provided in compliance with the applicable local laws and standards, the travel service will be treated as having been properly provided. This will be the case even if the travel service did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

c. Unless provided otherwise by the applicable domestic public policy rules, our liability to you shall be limited to the total cost paid by you, in regard to your booking with us, unless a lower limitation applies to your claim under any international conventions.

d. We cannot accept any liability for any damage, loss, cost, expense or other sum(s) of any description which did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. This includes, without limitation, (i) any separate contracts that you may enter into with other providers or suppliers for any excursions, activities or other services; and (ii) any services that are not provided by us or the providers of the travel service booked as part of your Contract that may include services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies and sporting facilities.

e. We cannot accept any liability for any damage, loss, cost, expense or other sum(s) of any description arising out of or in connection with any loss and/or damage to any personal belongings or effects, at any time.

## **9. Covid-19**

a. Both parties acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst in destination. We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(i) If you, or anyone in your booking, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

1. Postponing your booking to a later date. We will notify you of any impact to the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your booking, as well any increase in cost imposed by other suppliers);

2. Cancelling your booking, in which case our standard cancellation charges shall apply as of the date we receive notice of cancellation from the lead name. You may be able to claim these charges back from your travel insurance.

If this happens whilst you are in destination, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your booking, missed transport arrangements, additional accommodation required (either in the UK or in any other destination, prior to your departure), or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs.

(ii) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so and, as such, you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with your booking, or that portion of your booking.

b. You also acknowledge that the accommodation owner and other associated travel service providers will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of facemasks by staff (and you may be required to wear a facemask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation and amendments to the usual or normally expected safety standards and procedures. We do not expect these measures to have a significant impact on your enjoyment of your booking and all measures will be taken with the purpose of securing your safety and those around you.

## **10. Your Behaviour**

All people travelling with us are to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your booking is causing or is likely to cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, or to cause a delay or diversion to transportation, we reserve the right to consider your booking to have been cancelled by you with immediate effect.

In this event our liability to you will cease and you and the people in your booking will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or the people in your booking and will not be liable for any damage, loss, refunds expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation 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 or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

The lead name shall, at all times ensure that all people in the booking:

- (i) comply with any and all Covid-19 requirements during the trip; and
- (ii) take into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that each person takes care when out during the hours of darkness; do not go out alone; do not put themselves in risk situations; are aware of their behaviour and actions in the context of their surroundings; and
- (iii) comply with all relevant laws.

## **11. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures and other promotional materials are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking that we have confirmed, amendment charges shall apply. If a price on our booking confirmation, website, brochures or promotional material is obviously incorrect, a booking made on that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

## **12. Complaints:**

If you have a complaint during your stay, you must inform our resort representative and the relevant supplier of the service whilst in destination and without undue delay, 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, you must send formal written notice of your complaint to [customerservice@sportstoursinternational.co.uk](mailto:customerservice@sportstoursinternational.co.uk) or write to us at Customer Services Department at Sports Tours International Limited, 91 Walkden Road, Walkden, Manchester M28 7BQ within 28 days of your return 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 the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify your complaint and this may affect your rights under this Contract.

Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

## **13. ABTA**

We are a Member of ABTA, membership number 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](http://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](http://www.abta.com).

#### **14. Passport, Visa, Immigration and Health Requirements**

It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK.

In addition to the relevant embassies and/or consulates, information can also be found on the following websites:

FCDO (<https://www.gov.uk/foreign-travel-advice>)

NaTHNaC (<https://travelhealthpro.org.uk/>)

Brexit (<https://www.gov.uk/visit-eu-switzerland-norway-iceland-liechtenstein>)

GHIC: (<https://www.gov.uk/global-health-insurance-card>)

Passports: (<https://www.gov.uk/apply-renew-passport>)

<https://www.gov.uk/government/organisations/departement-for-transport>

We do not accept any responsibility or liability if any member of your booking cannot travel or gain entry to an event and/or venue because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year from date of issue, you should check with the Embassy of the country you are visiting.

You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any such requirements.

#### **15. Excursions**

Excursions, events or other tours/activities that you may choose to book or pay for whilst you are on holiday, or with a third party before you travel, do not form part of your Contract with us.

Instead, Your contract will be with the operator of the excursion, event or tour/activity and not with us – and we shall not be responsible or liable for the provision of any such excursion, event or tour/activity or for anything that happens during the course of its provision by the operator.

#### **16. Data protection**

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR: <https://www.sportstoursinternational.co.uk/privacy/>

It is possible that photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any persons who are prominently included in any shots. Consent will not generally be sought from persons who only appear in the background and are not identifiable. No persons will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

#### **17. Variation**

These booking conditions may be varied by us at any time and at our sole discretion. Any new booking conditions will be published on our website and will have immediate effect.

#### **18. Law and Jurisdiction**

These booking conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your Contract or booking will be dealt with by the exclusive jurisdiction of the Courts of England and Wales.

**Date: 20.06.2022**

## **Section C: Single travel service bookings with a third party**

This Section C applies to single travel service bookings (such as accommodation-only, or event-only bookings) made with a third-party service provider, where we act as agent in making the booking for you and where your contract is with the third-party service provider (and not us).

Our details:

**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.

Contact details:

Tel:	+44 (0) 161 703 8161
Email:	sales@sportstoursinternational.co.uk
Correspondence address:	Sports Tours International, 91 Walkden Road, Walkden, Manchester, M28 7BQ

### **1. Your contract**

- a. In these booking conditions references to "you" and "your" means the first named person on the booking (the lead name) and all persons named on the booking (including anyone who is later added or substituted) and any one of them, as applicable. The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that they have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons named on the booking.  
The lead name shall be liable for:
  - (i) the full payment of any deposits and balances;
  - (ii) the payment of any amendment fees or cancellation charges levied by the third-party service provider in accordance with their terms and conditions;
  - (iii) confirming the details of the persons in the booking to us (so that we might pass such booking details on to the third-party service provider);
  - (iv) passing on to all persons in the booking any and all information issued by us and/or the third-party service provider including, without limitation, the third-party service provider's confirmation of your booking; the third-party service providers terms and conditions and our booking conditions.
- b. Your contract ("Contract") will be with the third-party service provider (e.g., the event organiser) and their terms and conditions will apply to your booking – a copy of which will be made available to you prior to you making a booking with us. In making a booking with us, the lead name is regarded as having read, understood and agreed to:
  - (i) the third-party service provider's terms and conditions of Contract; and
  - (ii) our booking conditions (where we act as agent in making the booking for you with the third-party service provider); on behalf of themselves and everyone else in the booking.

### **2. Payment**

Payments are taken in full and the applicability of any refunds and/or part refunds are subject to the terms and conditions of the third-party service provider. Where tickets are issued and, if the tickets are subsequently lost, they may potentially not be replaceable without full payment again.

### **3. Changes and Cancellations**

Any changes and cancellations that you may wish to make to your booking will be subject to the terms and conditions of the third-party service provider. Generally, with entries to events, names are may not usually be substituted and/or amended, without with the express prior permission from the event organiser, who may also charge an administration fee. Please note, with most events, names cannot be changed at all.

Please therefore ensure that you and all members of your party are adequately insured from the date that you make your booking. You must be satisfied that your insurance fully covers all your personal requirements including, without limitation, full Covid-19 cover, personal belongings, any pre-existing medical conditions, cancellation charges, medical expenses and repatriation costs in the event of accident or illness.

Similarly, the third-party service provider may make changes to the event date or structure of the event/experience without notice. In the unlikely event of the cancellation/postponement of any such events by the third-party service provider, for whatever reason, Sports Tours International cannot be held liable for any damage, loss, refund, cost inconvenience or other expense that you may incur from or in connection with any such cancellation and/or postponement. Please check the third-party service provider's terms and conditions in regard to any rights you may or may not have, in these circumstances.

#### **4. Complaints:**

If you have a complaint during your stay, you must inform the relevant third-party service provider whilst in destination and without undue delay, who will endeavour to put things right.

#### **5. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our brochures and other promotional materials are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the travel arrangement that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking, amendment charges shall apply. If a price on our website, brochures or promotional material is obviously incorrect, a booking made on that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

#### **6. Passport, Visa, Immigration and Health Requirements**

It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK.

In addition to the relevant embassies and/or consulates, information can also be found on the following websites:

FCDO (<https://www.gov.uk/foreign-travel-advice>)

NaTHNaC (<https://travelhealthpro.org.uk/>)

Brexit (<https://www.gov.uk/visit-eu-switzerland-norway-iceland-liechtenstein>)

GHIC: (<https://www.gov.uk/global-health-insurance-card>)

Passports: (<https://www.gov.uk/apply-renew-passport>)

<https://www.gov.uk/government/organisations/department-for-transport>

We do not accept any responsibility or liability if any member of your booking cannot travel or gain entry to an event and/or venue because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year from date of issue, you should check with the Embassy of the country you are visiting.

You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any such requirements.

#### **7. Behaviour**

If, in the reasonable opinion of the third party service provider and/or any other person in authority, your behaviour or that of any member of your booking is causing or is likely to cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, third party service provider and/or their staff, agents or putting any of them in danger) or damage to property, or to cause a delay or diversion to transportation, the third party service provider may deem your booking to have been cancelled by you with immediate effect. In this event their liability to you may cease and you and the people in your booking will be required to leave your accommodation or other service immediately.

In this event, we will have no obligation to you and/or the people in your booking and we will not be liable for any damage, loss, refunds expenses, or other costs incurred by you arising out of or in connection with this clause including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any other traveller, third party service provider and/or their staff, or agents, affected by your actions.

If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation 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 third-party service provider (e.g., the accommodation provider) or any third party as a result.

#### **8. Liability**

Sports Tours International shall not be liable for any death, personal injury, illness or loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description howsoever arising out of or in connection with your Contract with the third-party service provider.

#### **9. Excursions**

In the event that you book any excursions, events or other tours/activities with any third party, your contract will be with the operator of the excursion, event or tour/activity and not with us – and we shall not be responsible or liable for the provision of any such excursion, event or tour/activity or for anything that happens during the course of its provision by the operator.



#### **10. Data protection**

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR: <https://www.sportstoursinternational.co.uk/privacy/>

#### **11. Variation**

These booking conditions may be varied by us at any time and at our sole discretion. Any new booking conditions will be published on our website and will have immediate effect.

#### **12. Law and Jurisdiction**

These booking conditions are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your booking will be dealt with by the exclusive jurisdiction of the Courts of England and Wales.

**Date: 20.06.2022**

## Section D: Other Important Information

### 1. 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. 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 event organiser.
- d. 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 pay attention to and comply with any advice given by any security officials and/or event organisers.
- e. Certain events may require participants to undertake anti-doping procedures. It is a condition of your Contract with us that you will comply with this event requirement and condition, otherwise your participation may be barred or annulled by the event organiser.
- f. 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.
- g. 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 your entry to the event as being void.
- h. In the event that you or any member of your booking fails to comply with any provisions of this clause 1, or any other requirement of the event organisers and/or officials, we will not be liable in any way for any loss, damage, cost, refund or other expense incurred by you or a member of your booking, howsoever arising, (whether monetary (i.e., non-refundable event fees) or otherwise) or for any inconvenience caused.

**2 Cycling/Triathlons** - where we arrange flights for cyclists and triathletes, we do not accept any responsibility or liability in the event that the airline/carrier fails to carry your cycle - or any other equipment - on the same flight as yourself. We will use our reasonable endeavours to liaise with the relevant airline/carrier to expedite speedy delivery, but we are not liable for any delayed or non-delivery of your equipment by the airline/carrier. If you have reserved bike hire through us, please refer to the separate terms and conditions covering this.

**3. Baggage** - typically one average sized suitcase only per person is permitted by the airline/carrier – weight allowances do vary dependant on the carrier, so please check with the carrier directly. Infants do not have any baggage allowance. Due to recent security alerts, the approved items for carriage within the cabin and/or aircraft hold have been subject to change. Please refer to your carrier for the very latest information prior to your departure, in addition to the UK departure airport's website and [www.dft.gov.uk](http://www.dft.gov.uk)

**4. Hotel/accommodation 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 directly and any additional and associated costs will be payable by you.

**5. Accommodation Room Sharing** – applicable to Sections A and B only. 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 will 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 you will be liable for any additional charges. 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.

**6. Insurance** – we are an introducer appointed representative for Endsleigh, with whom we have partnered with to develop a bespoke insurance policy that is specifically designed for participation on our tours. 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/>. It is not obligatory that you take out such insurance with Endsleigh and you should check the market to find a policy that meets your requirements. You must satisfy yourself that you have

adequate insurance for your own possessions, including (without limitation) bicycles, golf clubs and other sports equipment, etc. Please note, should you take out a policy with Endsleigh, your possessions will not be insured, and, as such, we will not be liable for such possessions should something happen to them.

7. **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, any such change shall be considered to be a minor/insignificant change. We shall not, therefore, be liable for any damage, loss, refund, cost or other expense incurred by you as a result of any such minor/insignificant change.
8. **Variation** - this Section D may be varied by us at any time and at our sole discretion. Any new Section D will be published on our website and will have immediate effect.

Date: 20.06.2022