

## SPORTSWORLD HOSPITALITY

### TERMS & CONDITIONS

We are Sportsworld Group Limited a member of the TUI Travel PLC Group of companies, company number 1663571, having its registered office address at TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL. These Terms and Conditions set out what the client is legally entitled to expect from Sportsworld when booking arrangements with Sportsworld.

#### The Contract

A signed booking form must be returned to Sportsworld within 24 hours of booking to guarantee availability. If received after 24 hours then packages are subject to availability at the time of receipt of the booking form. A booking is not considered as confirmed until Sportsworld has sent a Booking Confirmation to the client.

By asking Sportsworld to confirm the booking, the client accepts that these Terms and Conditions constitute the entire agreement between the client and Sportsworld with regard to the booking. The client also consents to Sportsworld processing personal information about the client and other members of the client's party. The client's contract with Sportsworld shall be governed by and construed in accordance with the law of England and Wales. The client agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with the client's contract with Sportsworld. The client may however submit to the law and jurisdiction of Scotland if the client is resident in Scotland or to the law and jurisdiction of Northern Ireland if the client is resident in Northern Ireland but not to any other law and/or jurisdiction. Sportsworld may transfer the booking to another company within its group, but this will have no effect on the client's arrangements.

#### Payment Terms:

A deposit as stipulated at the time of booking and shown on the booking form must be paid to Sportsworld within 10 working days from the date of the invoice, otherwise the booking may be cancelled and the space resold at the sole discretion of Sportsworld. Final balances must be paid to Sportsworld not later than twelve weeks prior to the event starting date. If the booking is made within 12 weeks of event starting date the full balance must be paid to Sportsworld within 10 working days from the date of the invoice. For bookings made within 7 days of the event starting date and for additional services made during the event, payment must be made in full at the time of booking by authorised credit card. Sportsworld reserves the right not to dispatch the documents relating to an event unless payment of all accounts has been received in full.

#### Credit Cards:

Sportsworld will accept all major credit cards, although a 2.5% service charge will be applied. This charge is subject to alteration in line with credit card rate fluctuations. Please note that there is no charge for debit cards. Should the client instruct its credit/debit card company to "charge back" any payment(s) properly due from the client in respect of its booking, Sportsworld will charge the client an administrative fee of £10 per incident and associated costs. Sportsworld further reserves the right to cancel the client's booking and/or take legal action against the client for all outstanding payment(s).

### **Cancellations:**

In the event of cancellation by the client, at any time after Sportsworld has issued a 'confirmation of booking', the client remains liable for the total value of the booking and any additional services booked. Cancellations must be received by Sportsworld in writing and in the event of cancellation Sportsworld will use its best endeavours to re-sell cancelled packages to mitigate the client's liability. In the event of cancelled packages being resold, Sportsworld shall be entitled to retain a handling fee equivalent to 10% of the total original booking value and any additional services booked and subsequently cancelled.

### **Alterations:**

In the event that Sportsworld is obliged to make any material changes in the package arrangements or cancel them as booked by the client for any reason other than 'Force Majeure' (Force Majeure meaning any event which we/or the supplier of services in question could not, even with all due care, foresee or avoid. Such circumstances may include, but are not limited to; war or threat of war, civil strife, terrorist activity, natural or nuclear disaster, fire, industrial dispute, adverse weather or all similar events outside our control), Sportsworld shall endeavour to ensure that alternative arrangements are offered are of at least equal or superior standard or in the event of cancellation offer a refund of monies received in respect of the booking.

Should the event be cancelled or postponed other than by Sportsworld, the company will endeavour to obtain the highest value refund for its clients. However, the client is strongly advised to adequately insure themselves against cancellation or postponement of the event.

### **Liability:**

Sportsworld accepts liability for the component parts of the booking arrangements and undertakes that these should be provided to a reasonable standard.

### **Availability:**

All bookings are subject to availability. All prices exclude VAT where applicable.

### **Complaints:**

If the client has a complaint about the services the client must immediately notify either a Sportsworld representative or the supplier of the service in question locally. If they are unable to resolve the problem immediately, and a member of Sportsworld staff is not available, the client should contact Sportsworld straight away by telephone/fax/e-mail and Sportsworld will endeavour to assist. If the client still not satisfied, the client must write to Sportsworld at Windrush Court, Blacklands Way, Abingdon, OX14 1SY.

### **The Contract:**

All terms contained in these terms and conditions are subject to English Law and jurisdiction. The contract becomes effective on the issue of a "Confirmation of Booking" by Sportsworld.

Amended: 19/04/2010